Napa County

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

Agenda

Tuesday, July 22, 2025
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

www.countyofnapa.org

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

ON A MATTER ON THE AGENDA

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

ON A MATTER NOT ON THE AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **25-180**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

5. CONSENT CALENDAR

Agricultural Commissioner

A. Approve and authorize Agreement Nos. 170908B and 170682B with the California Department of Food & Agriculture for the term July 1, 2025 through June 30, 2026 for reimbursement of expenses associated with the placement and inspection of traps for the detection of the European Grapevine Moth and exotic insect pests. (Fiscal Impact: $410,676 Revenue; General Fund; Budgeted; Mandatory) **25-1284**

Attachments: Agreement No. 170908B
Agreement No. 170682B

Clerk of the Board

B. Approval of minutes from the June 16, 2025, June 17, 2025 and June 24, 2025 regular meetings. (No Fiscal Impact) **25-89**

Attachments: June 16, 2025
June 17, 2025
June 24, 2025

C. Reappoint Emily Darlington as the Consumer Representative and Amalia Kulczycki as the Public Agency Representative; and appoint Emily Alexander as the At Large Representative to the Napa County Child Care and Development Planning Council with terms of office to commence immediately and expire on June 30, 2028. (No Fiscal Impact) **25-1171**

Attachments: Darlington Application
Kulczycki Application
Alexander Application

D. Reappoint Anne Payne and Lynne Baker as Napa County representatives and appoint Michelle Marin, Linda Giglio, and Cathleen Wagner as Napa County representatives and Kristi Morrow as Napa County Alternate 2 to the Napa/Solano Agency on Aging Advisory Council. The terms of office are to commence immediately and expire on June 30, 2027. (No Fiscal Impact) **25-1173**

Attachments: Baker Application
Payne Application
Marin Application
Giglio Application
Wagner Application
Morrow Application

E. Appoint Dana Garcia representing Provider of IHSS to Family Member or Non-Family Member category to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2027. (No Fiscal Impact) **25-1242**

Attachments: Garcia Application

Corrections

F. Approve and authorize Amendment No. 2 to Agreement No. 200191B with Status Electrical Corporation to provide maintenance and support of the Napa County Department of Corrections' downtown jail security system. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Mandatory) **25-1196**

Attachments: Agreement

G. Approve and authorize a Memorandum of Understanding No. 8699 with the Napa Valley Unified School District Adult Education to provide educational services to the incarcerated population at the Napa County Jail. (No Fiscal Impact) **25-1291**

Attachments: Agreement

County Counsel

H. Adopt an Ordinance amending Napa County Code Section 11.28.030 (Authority to execute leases and license agreements) to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact) **25-1227**

Attachments: Ordinance

I. Adopt an Ordinance adding Chapter 6.02 (Invasive Mussels) to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa. (No Fiscal Impact) **25-1229**

Attachments: Ordinance

J. Approve and authorize Amendment No. 1 to Agreement No. 230123B with Oppenheimer Investigations Group, LLP, extending the term of the agreement an additional three years through June 30, 2028, updating the rate sheet without increasing the contract amount per fiscal year, and amending the indemnification provisions. (No Fiscal Impact) **25-1263**

Attachments: Agreement

County Executive Office

K. Approve an increase in Fiscal Year 2024-25 appropriations for General Liability Claims by $700,000 for current and projected expenses. (Fiscal Impact $700,000 Expense; General Liability Fund; Not Budgeted; Discretionary) **25-1235**
[4/5 vote required]

L. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **25-1286**

Attachments: Resolution

County Fire Department

M. Approve and authorize Agreement No. 260056B with Napa Communities Firewise Foundation for community outreach, defensible space consulting, wildfire mitigation, fuel reduction and preparation for wildfires. (Fiscal Impact: $3,500,000 Expense; Fire Fund; Budgeted; Discretionary) **25-1278**

Attachments: Agreement

District Attorney

N. Accept a grant for $28,549 from National Children's Alliance; authorize the purchase of a capital asset for a digital video and audio interview room system at the Napa County Courage Center which is housed at the Monarch Justice Center; and approve the related Budget Amendment. (Fiscal Impact: $28,549 Expense and Revenue; General Fund; Not Budgeted; Discretionary) **25-1282**
[4/5 vote required]

Attachments: Grant

Health and Human Services Agency

O. Adopt a Resolution implementing the Napa County Mental Health Services Act Innovations Round 5 PIVOT Proposal. (No Fiscal Impact) **25-1198**

Attachments: Resolution
Proposal

P. Approve and authorize Agreement No. 260060B with Kaiser Foundation Health Plan, Inc., for the term upon approval through June 30, 2026, and subsequent automatic renewals, to provide Medi-Cal managed care capitation rates as a result of intergovernmental transfers from Napa County to the California Department of Health Care Services and to maintain the availability of health care services for Napa County beneficiaries. (No Fiscal Impact) **25-1238**

Attachments: Agreement

Q. Approve and authorize Agreement No. 260047B with Expressions of Hope for the term July 1, 2025 through June 30, 2026, and subsequent automatic renewals, for a contract maximum of $46,997 to provide Resource Family Approval pre-approval training to meet State training requirements. (Fiscal Impact: $46,997 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1305**

Attachments: Agreement

Human Resources – Division of CEO's Office

R. Approve and authorize Amendment No. 4 to Agreement No. 160092B with The Permanente Medical Group Inc., for the term of June 1, 2025, through June 30, 2026, with two additional one-year extensions to provide occupational health and safety medical services including pre-employment physical examinations and annual fitness screenings for County employees. (Fiscal Impact: $125,000 Expense; Fund dependent upon department usage; Budgeted; Discretionary) **25-1126**

Attachments: Agreement

S. Adopt a Resolution directing the Chief Human Resources Officer to initiate a contract amendment to implement the retirement cost sharing contributions for Unrepresented Management Miscellaneous, Unrepresented Confidential Miscellaneous, and Unrepresented Management Safety employees, effective July 22, 2025, for Fiscal Year 2025-2026. (No Fiscal Impact) **25-1201**

Attachments: Resolution

T. Approve and authorize Amendment No. 6 to Agreement No. 170123B with Claremont Behavioral Services Inc., to increase the contract maximum effective July 1, 2025, from $86,065 to $125,000 per fiscal year with no termination to continue providing the Employee Assistance Program. (Fiscal Impact: $38,935 Expense; General Fund; Budgeted; Discretionary) **25-1267**

Attachments: Agreement

Information Technology Services – Division of CEO's Office

U. Approve and authorize Amendment No. 6 to Agreement No. 200378B with TruePoint to extend the term to June 30, 2028 and increase the agreement by $25,000 per fiscal year for a new maximum of $157,045. (Fiscal Impact: $25,000; Annual Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-930**

Attachments: Agreement

V. Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms. (No Fiscal Impact) **25-1122**

Attachments: ITS Donations July 2025

W. Approve a Budget Amendment and authorize the payment of work completed to repair road on Mount Saint Helena. (Fiscal Impact: $18,570 Expense; Accumulated Capital Outlay; Not Budgeted; Discretionary) **25-1232**
[4/5 vote required]

Lake Berryessa Resort Improvement District

X. Approve and authorize Amendment No. 3 to Agreement No. 230149B (LBRID) with GHD, Inc. to increase the total contract amount from $468,877 to $548,805 to provide additional construction management and inspection services for the "Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03R2." (Fiscal Impact: $79,928 Expense, Lake Berryessa Resort Improvement District; Budgeted; Discretionary) **25-1270**

Attachments: Agreement

Library

Y. Approve and authorize Amendment No. 1 to Agreement No. 250114B with Arts Association Napa Valley to extend the term of the Grant Agreement to December 31, 2025, to allow grantee additional time to complete the project as originally approved by the County. (No Fiscal Impact) **25-1258**

Attachments: Agreement

Napa Berryessa Resort Improvement District

Z. Approve and authorize Agreement Nos. 250456B, 250457B and 250458B (NBRID) with Pridmore Brothers Construction, Inc. for maximum compensation totaling $48,721 to provide urgent maintenance of water and sewer utilities. (Fiscal Impact: $48,721 Expense; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **25-1134**

Attachments: Agreement No. 250456B
Agreement No. 250457B
Agreement No. 250458B

Napa County Housing Authority

AA. Approve and authorize Agreement No. 260018B (NCHA) with California Human Development Corporation for a maximum amount of $1,152,577 for the term July 1, 2025, through June 30, 2026, for onsite management of the three Napa County farmworker centers known as the River Ranch Center, Mondavi Center, and Calistoga Center. (Fiscal Impact: $1,152,577 expense; Napa County Housing Authority Fund, Budgeted, Discretionary) **25-1107**

Attachments: Agreement

Public Works

AB. Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period January 1, 2025, through June 30, 2025, pursuant to Resolution No. 2018-36. (No Fiscal Impact) **25-1178**

Attachments: Report

AC. Approve and authorize creation of Capital Improvement Project 25012 for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38 and approve a Budget Amendment in the amount of $189,000 for design, plans specifications, project bidding services, and partial construction costs needed to support the project. (Fiscal Impact: $189,000 Expense; Health and Human Services Agency; Not Budgeted; Discretionary) **25-1230**
[4/5 vote required]

AD. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) **25-1273**
[4/5 vote required]

AE. Approve and authorize Agreement No. 260064B with the Napa Sanitation District for the reimbursement of costs associated with adjusting NapaSan utility covers on County road paving projects. (Fiscal Impact: Increased Revenue; Discretionary) **25-1276**

Attachments: Agreement

AF. Approve and authorize Amendment No. 5 to Agreement No. 230084B with ADKO Engineering, Inc. increasing the maximum compensation from $588,781 to $623,781 for additional surveying and biological support services for the Chiles Pope Valley Road MPM 3.63 Project 23006. ($35,000 Expense; Budgeted; Discretionary) **25-1288**

Attachments: Agreement
Budget Summary

AG. Award a Construction Contract to Argonaut Constructors, Inc., of Santa Rosa, CA in the amount of $3,391,363 for the "East County Roads Paving Project," RDS 25-11; and approve a Budget Amendment. (Fiscal Impact: $3,044,569 Expense; Measure T Special Revenue; Not Budgeted; Discretionary) **25-1292**
[4/5 votes required]

Attachments: Budget Sheet
Bid Results

AH. Reject the low bid from Rehak General Engineering, LLC as non-responsive, award a Construction Contract to Maggiora & Ghilotti, Inc. for the Mt. Veeder Road MPM 3.5, RDS 25-18, and approve a Budget Amendment. (Fiscal Impact: $2,314,313 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1297**

Attachments: Budget Summary

AI. Award a Construction Contract to Trope Group, Inc. of Santa Rosa CA in the amount of $173,054 for the "American Canyon Library Remodel, Furniture" PW 25-09B, and approve a Budget Amendment. (Fiscal Impact $220,000 Expense; Library Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1299**

Attachments: Budget Summary
Bid Results

AJ. Adopt a Resolution of intent to conduct a public hearing on August 19, 2025, regarding the abandonment of an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining right of way for a public trail. (No Fiscal Impact) **25-1302**

Attachments: Resolution

AK. Award a Construction Contract to W.R. Forde Associates, Inc. for the Ridgecrest Drive Slide Repair Project, RDS 25-26. ($403,057 Expense, Budgeted, Discretionary) **25-1303**

Attachments: Budget Summary

AL. Approve and authorize Amendment No. 3 to Agreement No. 230301B with Napa Jet Center, Inc., doing business as Atlantic Aviation, to extend the term of use of transitional space at the Napa County Airport to the end of the "Pioneering Period" or June 30, 2026. (Fiscal Impact: $55,752 Revenue; Airport Fund; Budgeted; Discretionary) [4/5 vote required] **25-1308**

Attachments: Agreement

AM. Approve the Plans and Specifications for the "Rossi Bridge Phase 1, RDS 25-25" project and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1309**

Attachments: Budget Summary

Sheriff

AN. Adopt a Resolution to approve the updated Napa County Emergency Operations Plan as the current official emergency operations plan for Napa County. (No Fiscal Impact) **25-1084**

Attachments: Resolution
Letter of Promulgation
2024 Napa County EOP Basic Plan

AO. Adopt a Resolution accepting the State of California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division Grant Funding. (Fiscal Impact: $88,267 Revenue; General Fund; Budgeted; Discretionary) **25-1118**

Attachments: Resolution

AP. Approve and authorize Amendment No. 3 to Agreement No. 170259B with United Forensic Services, P.C. for autopsy and forensic pathology services. (Fiscal Impact: $80,000 Expense; General Fund; Budgeted; Mandatory) **25-1177**

Attachments: Agreement

AQ. Adopt a Resolution reviewing and reaffirming the continued use of certain law enforcement equipment in accordance with California State Assembly Bill 481 and reaffirming Napa County Ordinance No. 1476 relating to the Military Equipment Policy and approving the annual military equipment report. (No Fiscal Impact) **25-1219**

Attachments: Resolution
Military Equipment Policy (Policy No. 704)
2025 AB 481 Equipment List
Ordinance 1476
Ordinance 1490

AR. Approve and authorize revenue Agreement No. 170821B with Napa County Office of Education to provide a School Resource Officer at Juvenile Court and Camille Creek Community School. (Fiscal Impact: $123,552 Revenue; General Fund; Budgeted; Discretionary) **25-1283**

Attachments: Agreement

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. ADMINISTRATIVE ITEMS

County Executive Office

A. Adopt a Resolution recognizing and reaffirming the importance of the constitutional right to freedom of the press and the vital role of independent journalism in promoting democracy, human rights, and good governance. (No Fiscal Impact) **25-1223**

Attachments: Resolution

Sheriff

B. Receive a presentation of the Sheriff's Office 2024 Annual Report. (No Fiscal Impact) **25-1086**

Attachments: Report
Presentation (Added after meeting)

10. PUBLIC HEARINGS

11. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa **25-1106**

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (3 matters) **25-1310**

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Chief Executive Officer **25-1279**

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JULY 29, 2025 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, JULY 18, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-180

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1284

TO: Board of Supervisors

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

REPORT BY: Jaspreet Faller - Staff Services Analyst

SUBJECT: Renewal of revenue agreements with California Department of Agriculture

RECOMMENDATION

Approve and authorize Agreement Nos. 170908B and 170682B with the California Department of Food & Agriculture for the term July 1, 2025 through June 30, 2026 for reimbursement of expenses associated with the placement and inspection of traps for the detection of the European Grapevine Moth and exotic insect pests. (Fiscal Impact: $410,676 Revenue; General Fund; Budgeted; Mandatory)

BACKGROUND

Revenue Agreement No. 170908B provides for reimbursement for trapping of the European Grapevine Moth (EGVM) which was first discovered in October 2009 in an eleven-acre Chardonnay vineyard in Oakville. This was the first time the invasive pest was found in North America and the crop of the vineyard was a complete loss due to the damage caused by the pest. In 2010, over 100,000 EGVM were found in monitoring traps and by the end of 2013, the total number of EGVM trapped had decreased to 40 due to swift eradication efforts. During the post eradication plan, which ended in 2019, the County continued to trap at a reduced density of 25 traps per square mile. For FY25-26, CDFA will reimburse the County for trapping rural areas at 25 traps per square mile (with a reduction in low-risk areas).

Revenue 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, and Japanese Beetle. Reimbursable activities include identification of suitable trap locations, subsequent placement and inspection of insect traps, and related record keeping. 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.

Requested Actions:

1. Approve and authorize the renewal of Revenue Agreement No. 170908B with CDFA for a maximum of $282,640 for reimbursement of expenditures associated with the detection of EGVM.

2. Approve and authorize the renewal of Revenue Agreement No. 170682B with CDFA for a maximum of $128,036 for reimbursement of expenditures associated with the detection of exotic insect pests.

FISCAL 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:	There is no fiscal impact past the stated ending date of June 30, 2026 for both agreements.
Consequences if not approved:	If the agreements are not approved, the County will not receive funding for State mandated programs, including not being reimbursed for work already performed.

ENVIRONMENTAL IMPACT

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0680-052-SF

1. 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

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $282,640.00

4. 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: Prime Award Information 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)
Exhibit D: Federal Terms and Conditions	3 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 Legal Name)*
COUNTY OF NAPA

Approved as to Form:
Ryan FitzGerald July 7, 2025 / PL No. 134348

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
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$Pending
Effective Dates for CDFA:	January 1, 2025 through December 31, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Recipient will complete European Grapevine Moth trapping to prevent the introduction and spread of the injurious insect that would threaten the economic importance of grapes in California.

Project Title: European Grapevine Moth

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Tracy Cleveland
Division/Branch:	PHPPS / 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:	Moosa Anwer	Name:	Jaspreet Faller
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Napa
Address:	1220 N Street	Address:	1710 Soscol Ave., Suite 3
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Napa, CA 94559-1315
Phone:	916-539-8300	Phone:	707-253-4357
Email Address:	Moosa.Anwer@cdfa.ca.gov	Email Address:	jaspreet.faller@countyofnapa.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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 provision*s* 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

24. 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.

25. 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. To the extent allowed by law, CDFA determines 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.

26. 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.

27. 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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING

Fiscal Year 2025-26

Effective Agreement Period: July 1, 2025 through June 30, 2026

European Grapevine Moth Agreement Attachments Index:

1. Attachment A – Financial Plans
2. Attachment B – Trapping Guidelines
3. Attachment C – PEIR Management Practices and Mitigation Measures for Trapping
4. Attachment D – Tiering Strategy Checklist
5. Attachment E – Invoice Template

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

1. Provide the attachments for the Financial Plans, Trapping Guidelines, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, and Invoice templates following CDFA form instructions.

2. Provide all trapping materials, such as traps, lures and handouts.

3. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

4. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY 2025-26 (EGVMTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the EGVMTG is provided along with this agreement.

5. Provide annual training programs for county trapping supervisors and trappers.

6. May provide quality control (QC) of the county trapping program via inspections and QC plants.

7. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at http://www.cdfa.ca.gov/plant/peir/.

II. The County Agricultural Commissioner shall:

1. Hire and/or train personnel.

2. Provide and maintain trapping vehicles.

3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.

5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.

    a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
    b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.

6. Place and service the specified number of traps as indicated on the Financial Plan.

7. Service the traps every two weeks, unless directed otherwise.

8. 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. Links to the Map Books and GIS layers are at http://maps.cdfa.ca.gov/TrapBooks.

    a. 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 needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number “1” EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
    b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper’s initials for each activity.

9. Ensure that all sites are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, – 119.825056). Record GPS reading on the trap data card or electronically. New GPS points must be recorded for traps if they are relocated.

10. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

11. Participate in new delimitation activities if requested to do so by the CDFA.

12. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the Pest Detection/Emergency Projects Branch County Contracts Coordinator (CCC) cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed 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), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf.

13. Ensure that trap data is entered into the United States Department of Agriculture (USDA) approved Excel spreadsheet and uploaded no later than November 30th to the PD/EP EGVM data SharePoint site https://cdfao365.sharepoint.com/sites/EGVMDataSharing

14. 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, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.

15. Provide one set of trapping records for all traps. This set, 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.

16. Maintain an inventory of known host sites. 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. Electronic records or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

17. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.

18. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.

19. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.

20. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.

21. Complete a monthly Pest Detection Report 1 online, 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 servicing's. 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: https://secure.cdfa.ca.gov/egov/crs/login.aspx.

22. Submit invoices monthly by e-mail to the CCC.

    a. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. The subject line of the email must contain the county name. Submit invoices to cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

b. Ensure the corresponding Report 1 is submitted online prior to submitting the invoice. Reimbursement will not occur unless the trapping Report 1 is submitted online at https://secure.cdfa.ca.gov/egov/crs/login.aspx.

c. Payment of the invoice is contingent upon compliance with the required information as listed in item 2.24.c.

d. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

e. Only authorized charges matching the Financial Plan will be reimbursed, for example hourly rates, overhead, supplies, vehicle mileage costs, etc. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

f. 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, include the date invoice was submitted
   ix. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report 1.
   x. Number of vehicles, ownership of the vehicle (such as county, state, or leased), allowable mileage rate for the vehicle.
   xi. Invoices must be named following the standard convention detailed below:

      County Name, last three # digits on your Agreement #, Month of Services, Year of Service, Program Activity (EGVM).

      Example: Tulare001JUN25EGVM

g. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.

h. 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.

i. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of invoice.

j. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

Attachment A

County Trapping Financial Plan
European Grapevine Moth (EGVM)
FY 2025/2026
July 1, 2025 - June 30, 2026
Napa County

Personnel Services

	# of Traps		Servicings/ Trap		Servicings		Average Traps Serviced/Hour		Hours	Billable Hours
Detection Trapping	1500	x	13.00	=	**19500**	÷	5	=	**3611.11**	**3973**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*										**720**
									Total Hours:	**4,693**
									Subtotal Personnel Cost:	**$211,543.74**
									Overhead: 25%	**$52,885.94**
									FY25-26 Total Personnel Cost:	**$264,429.68**

Operating Expenses

Travel	**$0.00**
Printing	**$0.00**
Postage/Freight	**$0.00**
Miscellaneous Field Supplies	**$900.00**
Miscellaneous Office Supplies	**$300.00**
Contractual Costs *(if any)*	**$0.00**
Total Operating Expense Cost:	**$1,200.00**

Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	9.0	2,700.0	0.700	**$17,010.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Leased Vehicles Total Cost:				**$0.00**
Total Mileage Cost:				**$17,010.00**

FY25-26 Total Cost:	**$282,640.00**
Amount CDFA Will Reimburse:	**$282,640.00**

EGVM TRAPPING SEASON

2026				2025		
March	**April**	**May**	**June**	**July**	**August**	**September**
1	2	2	2	2	2	1
Weekly Servicings		Biweekly servicings		Monthly servicings (place or remove)		

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.

CDFA does not have their executed prime award from USDA for the European Grapevine Moth project. European Grapevine Moth activity reimbursement by the CDFA is contingent on the USDA executing the agreement.

County Trapping Personnel Cost Work Sheet
European Grapevine Moth (EGVM) Program
FY 2025/2026
July 1, 2025 - June 30, 2026
Napa County

Personnel Costs					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag & Standards Service Worker I/II - Extra Help	$34.62	$3.46	$38.08	3,373.00	$128,443.84
Ag & Standards Service Worker I/II - Permanent	$41.02	$20.51	$61.53	600.00	$36,918.00
			Detection Total:	**3,973**	**$165,361.84**
		Billable Detection Hours:		**3,973**	
Non-Detection Positions					
Ag & Standards Service Worker I/II - Extra Help	$34.62	$3.46	$38.08	350.00	$13,328.00
Ag & Standards Service Worker I/II - Permanent	$41.02	$20.51	$61.53	45.00	$2,768.85
Ag Inspector I-III	$54.78	$27.39	$82.17	45.00	$3,697.65
Ag Inspector IV	$59.12	$29.56	$88.68	180.00	$15,962.40
Deputy Ag Commissioner	$69.50	$34.75	$104.25	100.00	$10,425.00
			Non-Detection Total:	**720**	**$46,181.90**
				FY25-26 Total Personnel Cost:	**$211,543.74**

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

EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES

Fiscal Year 2025-26

1. Eligible Counties - Any county with commercial grape acreage that has previously been in the EGVM program.

2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at www.cdfa.ca.gov/go/ITG, and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, the Guidelines take precedence.

3. Trap - The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.

4. Attractant - The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.

5. Trap Assembly and Numbering

    a. The county will receive unassembled traps which they will need to assemble. The lure will be placed inside the trap by the trapper.
    b. Write the trap number and date of deployment on the trap body prior to placing the trap.
    c. Trap numbers for EGVM will include the five-digit alpha-numeric grid number, subgrid designation, the identifying letters “EG.”, and trap number within the subgrid (if applicable). For example: EV241-8-EG1.
    d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
    e. Open the lure pouch; squeeze the lure directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
    f. Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector’s field station.

6. Trapping Season

    a. Remove traps during the first servicing after August 31st or after July 31st if resources are limited.
    b. Deployment should be completed by March 15th, or as soon as weather permits after that date.

7. Hosts to be Trapped - Grapes.

8. Density

    a. Place up to 25 traps per square mile (1 trap per 25.6 acres).
    b. In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
    c. Relative to 2020, lower-risk grids may be left untrapped or trapped at a reduced density at the Commissioner's discretion in consultation with the District Entomologist. Grids with or near grape processors, crush facilities, wineries, and vineyard management companies that handle or receive host material should continue to be trapped at 25 traps per square mile if possible.

9. Trapping Locations

    a. Place traps in commercial grape vineyards.
    b. Use a 5x5 subgrid overlay, placing up to one trap per subgrid.
    c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
    d. Place at least one trap in all vineyards within 300 meters of any grape processing facilities, even if this results in more than one trap per subgrid.

10. Trap Placement

    a. Vineyards – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal Japanese beetle poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
    b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
    c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
    d. Ensure traps are at least 20 meters (65 feet) from any other trap that contains a pheromone lure for a different moth target species.
    e. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
    f. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.

g. GPS the site and enter the data onto the trap card, for entry into PD/EP EGVM data SharePoint site or utilize CalTrap (see below).

11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.

12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.

13. Trap Replacement

a. It is recommended that traps be replaced at eight weeks under normal conditions. However, traps should be replaced earlier if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM.
b. Zip ties used to hang the traps should be reused, if not damaged.

14. Relocation

a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
b. As the vines grow, move traps to the upper third of the vine, as practical
c. Follow all pesticide regulations before entering a vineyard that has been treated.
d. If a trap is relocated, use CalTrap to record the new site or GPS the new site and enter the data into the PD/EP EGVM data SharePoint site.
e. When relocating, always use a new trap.

15. Data Entry: CalTrap or the PD/EP EGVM data SharePoint site

Trap data must be entered into the PD/EP EGVM data SharePoint site or into CalTrap. If possible, counties should use CalTrap. If counties are not using CalTrap they must submit their data once a year at the end of each trapping season, and no later than November 30th, using PD/EP's EGVM data SharePoint site: https://cdfao365.sharepoint.com/sites/EGVMDataSharing

Data Entry into CalTrap:

a. Use CalTrap to record EGVM survey data according to CalTrap guidelines. Information entered into CalTrap will be automatically shared with USDA.

Data Entry into the PD/EP EGVM data Sharepoint site:

a. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, –119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number,

placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.

b. New GPS values must be taken and recorded for each calendar year. Do not re-use the GPS coordinates from the prior calendar year even if the trap site is utilizing a previously used map and trap card. Counties must enter data into the USDA's approved Excel template available at https://cdfao365.sharepoint.com/sites/EGVMDataSharing
c. This Excel template will need to be uploaded by county staff to their county's EGVM data folder on the PD/EP's EGVM data SharePoint site. All of the information and files needed for this process are available on the site. This includes the USDA approved EGVM data Excel template, instructions for uploading and submitting the data and contact information for additional assistance.

16. CalTrap and Maps - Counties must use maps or CalTrap. If counties use maps, these maps need to display the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.

17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

18. Submitting Specimens for Identification

    a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
    b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
    c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
    d. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons completing this form will need a username and a password.
    e. Notify Evonne Fell (evonne.fell@cdfa.ca.gov) via email upon all submissions. Include the e-PDR number in this communication.

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

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.
- 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 D - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Tracy Cleveland, Napa Ag Commissioner / Sealer
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of Napa County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

Part B

	Check Applicable Requirements
General Requirements	
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	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?	Y	(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)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Tracy Cleveland, Napa Ag Commissioner / Sealer
Signature*:	Tracy Cleveland
End Date:	6/30/2026

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

COUNTY LETTERHEAD

Invoice Month/Year: _____

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
European Grapevine Moth Program (EGVM)
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

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

EGVM Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

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
	Total Mileage Expenses:		**$0.00**

COMMENTS:

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0002-025-SF

1. 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

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $128,036.00

4. 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: Prime Award Information 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)
Exhibit D: Federal Terms and Conditions	3 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 Legal Name)*
COUNTY OF NAPA

Approved as to Form:
Ryan FitzGerald July 7, 2025 / PL No. 134347

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
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP25PPQFO000C071
Federal Award Date:	April 29, 2025
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$400,000.00
Effective Dates for CDFA:	July 1, 2025 through June 30, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	Pending
Effective Dates for CDFA:	January 1, 2025 through December 31, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

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 could 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:	PHPPS / 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:	Moosa Anwer	Name: Jaspreet Faller
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization: County of Napa
Address:	1220 N Street	Address: 1710 Soscol Ave., Suite 3
City/State/Zip:	Sacramento, CA 95814	City/State/Zip: Napa, CA 94559
Phone:	916-539-8300	Phone: 707-253-4357
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address: jaspreet.faller@countyofnapa.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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 provision*s* 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

24. 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.

25. 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. To the extent allowed by law, CDFA determines 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.

26. 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.

27. 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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2025-2026

Effective Agreement Period: July 1, 2025 through June 30, 2026

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 (if applicable)
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.
- Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.

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. Contract an outside contractor who will dispose 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 reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.

K. 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, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.

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.

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. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall possess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.

M. 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), Mitigation Reporting Program at 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.

N. 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.

O. 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: https://secure.cdfa.ca.gov/egov/crs/login.aspx

P. 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.

Q. Maintain an inventory of known host sites. 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. Electric records or 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. 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 2025=25), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

        Example: TulareJUN25PD20-1034-000-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: TulareJUN25PD20-1034-000-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 <u>will not be paid</u>.

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 2025/2026
July 1, 2025 - June 30, 2026
Napa County

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**1350.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**685.00**
			Total Hours:	**2035.00**
			Subtotal Personnel Cost:	**$107,267.60**
			Overhead: 25%	**$26,816.90**
			Total Personnel Cost:	**$134,084.50**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
Office & Safety Supplies				**$235.00**
Trapping Supplies				**$500.00**
			Total Supplies Cost:	**$735.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
None				**$0.00**
			Total Other Items of Expense Cost:	**$0.00**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	12.0	900.0	0.700	**$7,560.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$7,560.00**

Total FF Cost:	**$142,380.00**

***Total Agreement Amount CDFA will reimburse for Core FF Cost:**	**$102,075.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Napa County

Personnel Costs - Fruit Fly (FF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag & Standards Service Worker I/II - Extra Help	$34.62	$3.46	$38.08	1,000.00	$38,080.00
Ag & Standards Service Worker I/II - Permanent	$41.02	$20.51	$61.53	350.00	$21,535.50
			Detection Total:	**1,350.00**	**$59,615.50**
			THWS	**1,350.00**	
Non-Detection Positions					
Ag & Standards Service Worker I/II - Extra Help	$34.62	$3.46	$38.08	250.00	$9,520.00
Ag & Standards Service Worker I/II - Permanent	$41.02	$20.51	$61.53	20.00	$1,230.60
Ag Inspector I-III	$54.78	$27.39	$82.17	200.00	$16,434.00
Ag Inspector IV	$59.12	$29.56	$88.68	125.00	$11,085.00
Deputy Ag Commissioner	$69.50	$34.75	$104.25	90.00	$9,382.50
			Non-Detection Total:	**685.00**	**$47,652.10**
				Total FF Personnel Cost:	**$107,267.60**

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 2025/2026
July 1, 2025 - June 30, 2026
Napa County

A. Personnel Services - Spongy Moth (SM)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**130.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**100.00**
Total Hours:	**230.00**
Subtotal Personnel Cost:	**$13,522.80**
Overhead: 25%	**$3,380.70**
Total Personnel Cost:	**$16,903.50**

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

Office, Trapping & Safety Supplies	**$20.00**
Total Supplies Cost:	**$20.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	12.0	210.0	0.700	**$1,764.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$1,764.00**

Total SM Cost:	**$18,688.00**

***Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:**	**$14,998.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Napa County

Personnel Costs - Spongy Moth (SM)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag & Standards Service Worker I/II - Extra H	$34.62	$3.46	$38.08	100.00	$3,808.00
Ag & Standards Service Worker I/II - Permar	$41.02	$20.51	$61.53	30.00	$1,845.90
			Detection Total:	**130.00**	**$5,653.90**
			THWS	**130.00**	
Non-Detection Positions					
Ag & Standards Service Worker I/II - Extra H	$34.62	$3.46	$38.08	20.00	$761.60
Ag & Standards Service Worker I/II - Permar	$41.02	$20.51	$61.53	5.00	$307.65
Ag Inspector I-III	$54.78	$27.39	$82.17	25.00	$2,054.25
Ag Inspector IV	$59.12	$29.56	$88.68	30.00	$2,660.40
Deputy Ag Commissioner	$69.50	$34.75	$104.25	20.00	$2,085.00
			Non-Detection Total:	**100.00**	**$7,868.90**
				Total SM Personnel Cost:	**$13,522.80**

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 2025/2026
July 1, 2025 - June 30, 2026
Napa County

A. Personnel Services - Japanese Beetle (JB)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**85.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**85.00**
Total Hours:	**170.00**
Subtotal Personnel Cost:	**$10,173.85**
Overhead: 25%	**$2,543.46**
Total Personnel Cost:	**$12,717.31**

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

Office, Trapping & Safety Supplies	**$100.00**
Total Supplies Cost:	**$100.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	12.0	60.0	0.700	**$504.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$504.00**

Total JB Cost:	**$13,322.00**

***Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost: $10,963.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
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**
Detection Positions					
Ag & Standards Service Worker I/II - Extra Help	$34.62	$3.46	$38.08	65.00	$2,475.20
Ag & Standards Service Worker I/II - Permanent	$41.02	$20.51	$61.53	20.00	$1,230.60
			Detection Total:	**85.00**	**$3,705.80**
			THWS	**85.00**	
Non-Detection Positions					
Ag & Standards Service Worker I/II - Extra Help	$34.62	$3.46	$38.08	20.00	$761.60
Ag & Standards Service Worker I/II - Permanent	$41.02	$20.51	$61.53	10.00	$615.30
Ag Inspector I-III	$54.78	$27.39	$82.17	15.00	$1,232.55
Ag Inspector IV	$59.12	$29.56	$88.68	20.00	$1,773.60
Deputy Ag Commissioner	$69.50	$34.75	$104.25	20.00	$2,085.00
			Non-Detection Total:	**85.00**	**$6,468.05**
				Total JB Personnel Cost:	**$10,173.85**

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
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Napa**

Fiscal Year: **2025-2026**

TRAPPING HOURS/YEAR WORKSHEET

Table 1

Trap Type	TRAPPING SEASON for CORE PROGRAM											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP					4	4	4	4	4	4		
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural					1	1	1	1	1	1		
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	225.00	x	13.00	=	2,925.00
MP	58.00	x	26.00	=	1,508.00
OF	58.00	x	13.00	=	754.00
ML	58.00	x	10.83	=	628.14
CP garden	0.00	x	0.00	=	0.00
CP rural	15.00	x	6.00	=	90.00
CP rural res.	0.00	x	0.00	=	0.00
				Total:	5,905.14

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF	TOTAL:	5,905	÷	4.81	=	1,227.68	x1.1(10%	1,350.45
		(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	85.00	x	7.50	=	637.50
JB	58.00	x	7.50	=	435.00
				Total:	1,072.50

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

		Servicings/year		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM	TOTAL:	638	÷	5.39	=	118.27	x1.1(10%	130.10
		(A)		(B)		(C)		(D)
JB	TOTAL:	435	÷	5.62	=	77.40	x1.1(10%	85.14
		(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.

Form 66-223

PEST DETECTION TRAPPING GUIDELINES (#1)

With McPhail, North District, 6 months

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, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

4. Ensure that McPhail traps are serviced every seven days from July 1 through October 31, 2025, and from date of placement in 2026 (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, 2025, and from date of placement in 2026 (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, 2025, and from date of placement in 2026 (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, 2025, and from date of placement in 2026 (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, 2025, and from June 15 through June 30, 2026, 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.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 25/26

AGRICULTURAL COMMISSIONER	COUNTY
Tracy Cleveland	Napa
DETECTION SPECIALIST	DATE
Andre Napolitano	2/10/2025

		Other COMMITMENT	Core COMMITMENT	TOTAL COMMITMENT
TRAPPING				
JACKSON TRAP - MEDFLY MF		0	225	225
McPHAIL TRAP MP		8	50	58
JACKSON TRAP - ORIENTAL FRUIT FLY OF		8	50	58
JACKSON TRAP - MELON FLY ML		8	50	58
CHAMP TRAP - Garden CP		0	0	0
CHAMP TRAP - Rural CP		0	15	15
CHAMP TRAP - Rural Residential CP		0	0	0
SPONGY MOTH SM		0	85	85
JAPANESE BEETLE JB		33	25	58
Other Traps	WPDCD-Glassy-winged Sharpshooter	600	0	600
	WPDCD-European Grape Berry Moth	250	0	250
	WPDCD-Grape Berry Moth	250	0	250
	WPDCD-Grape Tortrix Moth	250	0	250
	WPDCD-Honeydew Moth	250	0	250
	WPDCD-Spotted Lanternfly	30	0	30
	WPDCD-Vine Mealybug	960	0	960
#		0	0	0

SPECIAL TRAPPING CONSIDERATIONS:

Please note that all trap types beginning with "WPDCD" are locally funded and pending 2025/26 FY contract approval.

60-221 (REV 5/22)

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.cdfa.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:

	TRAP	QCP
a.	McPhail, Multillure 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:
Daren Harris
Daren.Harris@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Daren Harris
Daren.Harris@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.
- 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, 2025
Project Leader:	Tracy 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 San Bernardino 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
General Requirements			
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			
Activity Site Specific Review			
Database	**Date Reviewed**	**Mitigation If Any**	
California Natural Diversity Database	N/A		
303(d) List of Impaired Waters	N/A		
EnviroStor Hazardous Site	N/A		

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

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?	y	(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)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Tracy Cleveland, Ag. Commissioner
Signature*:	Tracy Cleveland
End Date:	June 30, 2026

*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, 2025
Project Leader:	Tracy 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 "insert County name here" 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
General Requirements	
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	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?	y	(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)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Tracy Cleveland, Ag. Commissioner
Signature*:	Tracy Cleveland
End Date:	June, 30 2026

*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, 2025
Project Leader:	Tracy 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 "insert County name here" 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
General Requirements		
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		
Activity Site Specific Review		
Database	**Date Reviewed**	
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?	y	(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)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Tracy Cleveland, Ag. Commissioner
Signature*:	Tracy Cleveland
End Date:	June, 30 2026

*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

Budget summary guide of the fund source breakdown.

County: Napa

FY: 25/26

Total Agreement Amount CDFA will reimburse $ 128,036.00

Funding Sources	CORE Costs			Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle		
Federal Funds	$ 64,940.00	$ 2,083.00	$ -	$ 67,023.00	52.35%
State Funds	$ 37,135.00	$ 12,915.00	$ 10,963.00	$ 61,013.00	47.65%
Totals	**$ 102,075.00**	**$ 14,998.00**	**$ 10,963.00**	**$ 128,036.00**	**100%**

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 reimburse 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.

Budget and Survey Quick Guide
Pest Detection County Agreements

County: Napa
FY: 25/26

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

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

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB
Core	225	58	58	58	0	15	0	**414**	**85**	**25**
Other								**0**		**33**
Total trap/site surveyed/Mo	225	58	58	58	0	15	0	414	85	58
Servicing/trap/Mo	2.17	4	2.17	2.17		1			**2.17**	**2.17**
Servicings/Mo	488	232	126	125.9	0	15	0	987	184	125.9

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP					4	4	4	4	4	4		
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural					1	1	1	1	1	1		
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			

4 weekly servicings 2 biweekly servicings 1 monthly servicings

Invoice Month/Year: _____

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

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

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

CORE Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

PDEP County Agreements Required		
Trap Activity	**%**	**Cost**
Core Cost		
Fruit Flies	0.000%	$0.00
SM	0.000%	$0.00
JB	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
Total	**0.000%**	**$0.00**

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
	Total Mileage Expenses:		**$0.00**

COMMENTS:

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-89

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the June 16, 2025, June 17, 2025 and June 24, 2025 regular meetings. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Monday, June 16, 2025 **6:00 PM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Napa County Planning Commissioner Kara Brunzell led the assembly in the Pledge of Allegiance.

3. PUBLIC COMMENT

   Two (2) people spoke during public comment.

4. PUBLIC HEARINGS

County Executive Office

A. PUBLIC HEARING 6:00 PM - Fiscal Year 2025-26 Recommended Budget **25-759**

Open Public Hearing to accept testimony on the Fiscal Year 2025-26 Recommended Budget and continue hearing to June 17, 2025. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary)

Chair Anne Cottrell opened the public hearing.

Chief Executive Officer Ryan J. Alsop made presentation.

Assistant Chief Executive Officer Rebecca Craig made presentation.

Deputy Chief Executive Officer John Buzolich made presentation.

Director of Health and Human Services Jennifer Yasumoto made presentation.

Six (6) people spoke during public comment.

Discussion held.

Chair Anne Cottrell continued the public hearing to June 17, 2025 at 9:00 AM.

5. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 17, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Tuesday, June 17, 2025 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Chair Anne Cottrell led the assembly in the Pledge of Allegiance. She also asked for a moment of silence for the two Minnesota Lawmakers and their spouses that faced violence over the weekend.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **25-1168**

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

4. CONSENT CALENDAR

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

Agricultural Commissioner

A. Approve and authorize Amendment No. 1 to Agreement No. 240183B with the California Department of Food and Agriculture to increase the contract maximum by $55,190 for a new maximum of $97,611 and to extend the term to December 31, 2027 for reimbursement of expenditures associated with protecting the biodiversity of native ecosystems and abatement of noxious weed and other invasive plant infestations within the County of Napa. (Fiscal Impact, $55,190 Revenue; General Fund; Budgeted; Mandatory) **25-1068**

Enactment No: **A-240183B Amend. 1**

Clerk of the Board

B. Approval of minutes from the June 3, 2025 regular meeting. (No Fiscal Impact) **25-88**

County Fire Department

C. Approve and authorize declaring Capital Asset No. 27211, a 2007 Chevrolet Tahoe, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: $5,000 Revenue; Fire Fund; Budgeted; Discretionary)
[4/5 vote required] **25-1050**

Planning, Building and Environmental Services (PBES)

D. Approve and authorize Amendment No. 2 to Agreement No. 200199B with Land Logistics Inc., to increase the maximum to $115,074 and extend the term to June 30, 2026 with an automatic rollover for two additional fiscal years to provide Surface Mining and Reclamation Act lead agency inspections for the Napa Quarry facility. (Fiscal Impact: $47,895 Expense; General Fund; Budgeted; Discretionary) **25-970**

Enactment No: **A-200199B Amend. 2**

Probation

E. Approve and authorize Amendment No. 2 to Agreement No. 200078B with Satellite Tracking of People, LLC to provide juvenile and adult electric monitoring for the Probation and Corrections departments. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Discretionary) **25-1065**

Enactment No: **A-200078B Amend. 2**

F. Approve and authorize Amendment No. 1 to Agreement No. 230241B with University of Cincinnati Research Institute to provide training and technical assistance of evidence-based practices through June 30, 2026. (Fiscal Impact: $120,000 Expense; General Fund; Budgeted; Discretionary) **25-1105**

Enactment No: **A-230241B Amend. 1**

Public Works

G. Approve and authorize Amendment No. 1 to Agreement No. 230262B with Christopher A. Marusich and Michelle F. Del Rosario, Trustees of the Marusich Family Revocable Trust Dated May 4, 2017, to increase the maximum compensation by $18,282 for a new maximum of $177,282 to extend the duration of the temporary construction easement for the Dry Creek Road Bridge over Dry Creek Replacement Project and accept the extended temporary construction easement. (Fiscal Impact: $18,282 Expense; Roads Fund; Budgeted; Discretionary) **25-864**

Enactment No: **A-230262B Amend. 1**

H. Approve and authorize Agreement No. 250429B with MCK Americas Inc. for a maximum compensation of $1,000,000 per fiscal year for on-call construction management and related services. (Fiscal Impact: $1,000,000 Expense; Various Capital Improvement Project Budgets; Budgeted; Discretionary) **25-933**

Enactment No: **A-250429B**

I. Approve and authorize Amendment No. 1 to Agreement No. 190001B with Biggs Cardosa Associates, Inc. to increase the maximum compensation by $75,032, for a new maximum of $1,108,317, to provide technical and construction support services for the Garnett Creek Bridge Br. No. 21C0042 Bridge Replacement Project, RDS 16-16. (Fiscal Impact: $75,032 Expense; Roads Capital Improvement Projects Fund; Budgeted; Discretionary). **25-946**

Enactment No: **A-190001B Amend. 1**

J. Approve and authorize Budget Amendment for the New Jail, Project 19005, to increase revenue and appropriations to align with the construction schedule for this fiscal year. (Fiscal Impact: $2,700,874 Revenue and Expense; Capital Improvement Fund; Not Budgeted, Discretionary) **25-1063**
[4/5 vote required]

K. Adopt a Resolution temporarily closing Duhig Road from 6:00 A.M. to 10:00 A.M. on Sunday, July 20, 2025, for the Napa to Sonoma Wine Country Half Marathon and 5k. (No Fiscal Impact, Discretionary) **25-1082**

Enactment No: **R-2025-58**

L. Award a Construction Contract to Valentine Corporation; and approve a Budget Amendment in the amount of $1,046,000 for Project 23006, Chiles Pope Valley Rd MPM 3.63. (Fiscal Impact: $1,046,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)
[4/5 vote required] **25-1087**

M. Approve creation of Project 25052 for the "Lynn Drive Paving Project," RDS 25-39; and approve a Budget Amendment. (Fiscal Impact: $75,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)
[4/5 vote required] **25-1088**

N. Approve plans and specifications and authorize advertisement for sealed bids and opening of the bids at a time and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contracting Code for the Ridgecrest Drive Slide Repair Project, RDS 25-26, which is near 50 Ridgecrest Drive. (No Fiscal Impact; Discretionary) **25-1109**

O. Approve a report of emergency Public Works actions and a related Budget Amendment in response to the Yountville Fire Station Bathroom Emergency Repair, to be completed without competitive bidding as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050 (Fiscal Impact: $373,620 Expense; Fire Fund; Not Budgeted; Discretionary)
[4/5 required] **25-1112**

P. Approve and authorize Amendment No. 1 to Agreement No. 250266B with Matrix Consulting Group, Ltd to extend the term of the agreement from June 30, 2025 to December 31, 2025, with no change to compensation, to provide additional time to complete a cost allocation alternatives analysis for the Napa County Animal Shelter and Adoption Center. (No Fiscal Impact; Discretionary) **25-1116**

Enactment No: **A-250266B Amend. 1**

Q. Adopt a Resolution approving the Fiscal Year 2025-2026 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission, which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact $4,103,976 Revenue (estimated); SB 1 Special Revenue Fund; Budgeted; Discretionary) **25-1119**

Enactment No: **R-2025-59**

5. PUBLIC COMMENT

Two (2) people spoke during public comment.

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher requested resolutions supporting privacy laws and endorsing free speech of the media be brought back to the Board in the future.

Vice-Chair Amber Manfree reporting on attending a ride-along with Sheriff's Deputies Brad Chambers and Kevin van Dyke. Supervisor Manfree also reported on attending a San Francisco Bay Restoration Authority meeting where she participated in approving the funding for projects around the Bay, such as improvements to the American Wetlands Edge Trail to make it more resilient to sea level rise.

Supervisor Liz Alessio reported on attending the annual Auction Napa Valley which raised $6.5 million for youth mental health. Supervisor Alessio also reported Napa Valley Transportation Authority Executive Director Kate Miller received a Lifetime Achievement Award from the Women's Transportation Seminar (WTS) San Francisco Bay Area chapter. Lastly, Supervisor Alessio reported on last Saturday's Operation Love from Home event where over 350 volunteers assembled 953 care packages for deployed service members.

Chair Anne Cottrell reported on attending a Disabled Veterans of America BBQ held last week at the Veterans Home in Yountville. Chair Cottrell also read a statement denouncing certain reported activities by the federal administration regarding immigration and reiterated Napa County's unwavering commitment to value, support, and protect immigrants and all marginalized people.

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

8. ADMINISTRATIVE ITEMS

Auditor-Controller

A. Receive a presentation on the status of Federal Emergency Management Agency (FEMA)-funded emergencies in Napa County; approve the release of restricted fund balance; and approve related Budget Amendments to return the released funds to the subdivisions that originally funded the disaster-related projects. (Fiscal Impact: $4,345,895 Reclass Fund Balance Reserves from Restricted to Available; Various Funds; Not Budgeted; Discretionary) [4/5 vote required] **25-872**

Auditor-Controller Tracy Schulze made presentation.

Auditor-Controller Principal Grant Compliance Auditor Kaitlin Ager made presentation

Discussion held.

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

9. PUBLIC HEARINGS - 9:00 AM

County Executive Office

A. Continuation of Public Hearing from June 16, 2025 to accept testimony on the Fiscal Year 2025-26 Recommended Budget and continue hearing for consideration to June 24, 2025 for adoption. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) **25-763**

Chief Executive Officer Ryan J. Alsop made presentation.

Deputy Chief Executive Officer John Buzolich made presentation.

Assistant Chief Executive Officer Rebecca Craig made presentation.

Discussion held.

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

10. PUBLIC HEARINGS - 2:00 PM

Housing & Community Services

A. Conduct a Public Hearing for the County Service Area No. 4 (CSA No. 4) to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriation of $708,441. (Fiscal Impact: $24,102 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary) **25-768**

Chair Anne Cottrell opened the public hearing.

Deputy Chief Executive Officer John Buzolich made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

Public Works

B. Conduct a Public Hearing to consider testimony for County Service Area No. 3 on the Fiscal Year 2025-26 assessment of $147,166 and adopt a resolution authorizing the assessment levy (Fiscal Impact: $147,166 Revenue; County Service Area No. 3; Discretionary) **25-743**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Ramos, Gallagher, Alessio, Manfree, and Cottrell**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2025-60**

C. Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriation of $336,150 for County Service Area No. 3. (Fiscal Impact: $180,110 Net Use of Fund Balance; County Service Area No. 3; Discretionary) **25-785**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

D. Conduct a Public Hearing to consider testimony for Milliken-Sarco-Tulocay on the Fiscal Year 2025-26 Recommended Budget for a total appropriation of $989,976. (Fiscal Impact $644,593 Net Use of Fund Balance; Milliken-Sarco-Tulocay Fund; Discretionary) **25-365**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

E. Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 Recommended Budget for Napa Valley Tourism Improvement District Budget for a total appropriation of $8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary) **25-766**

Chair Anne Cottrell opened the public hearing.

Assistant Chief Executive Officer Rebecca Craig made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

11. PUBLIC HEARINGS - SPECIAL DISTRICTS - 2:00 PM

Napa County Groundwater Sustainability Agency

A. Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 Recommended Budget for the Napa County Groundwater Sustainability Agency Budget a total appropriation of $3,428,683. (Fiscal Impact: $2 million General Fund expense and $787,555 Net Use of Fund Balance; Napa County Groundwater Sustainability Agency; Discretionary) **25-760**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

One (1) person spoke during public comment.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

Napa County Housing Authority

B. Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for the Napa County Housing Authority Budget for total appropriations of $2,634,112. (Fiscal Impact: $45,000 Net Revenue; Napa County Housing Authority; Discretionary) **25-761**

Chair Anne Cottrell opened the public hearing.

Deputy Chief Executive Officer John Buzolich made presentation.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

In-Home Supportive Services Public Authority of Napa County

C. Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for In-Home Supportive Services for a total appropriation of $1,623,292 (Fiscal Impact: $72,849 General Fund Expense, $72,849 Net Use of In-Home Support Services Public Authority Fund Balance; Budgeted; Discretionary) **25-762**

Chair Anne Cottrell opened the public hearing.

Deputy Chief Executive Officer John Buzolich made presentation.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

Lake Berryessa Resort Improvement District

D. Conduct a Public Hearing to consider testimony on the automatic annual four percent (4%) increase to the T-1 Special Tax for the Lake Berryessa Resort Improvement District Budget, the Fiscal Year 2025-26 Recommended Budget for a total appropriation of $1,622,079, and to accept the District Engineer's report. (Fiscal Impact: $373,361 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary) **25-718**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

Monticello Public Cemetery District

E. Conduct a Public Hearing for the Monticello Public Cemetery District Budget to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriations of $133,484 for cemetery operations, and $58,000 for the endowment fund. (Fiscal Impact: $32,407 Net Use of Fund Balance and $55,400 Net Use of Endowment; Monticello Public Cemetery District; Discretionary) **25-755**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

Napa Berryessa Resort Improvement District

F. Conduct a Public Hearing to consider testimony for the Napa Berryessa Resort Improvement District Budget on the Fiscal Year 2025-26 Recommended Budget for a total appropriation of $3,074,081. (Fiscal Impact: $684,957 Net Use of Fund Balance, Napa Berryessa Resort Improvement District Budget; Discretionary) **25-717**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

Silverado Community Services District

G. Conduct a Public Hearing to consider testimony for the Silverado Community Services District on the Fiscal Year 2025-26 recommended budget for a total appropriation of $231,530. (Fiscal Impact: $3,334 Net Use of Fund Balance; Silverado Community Services District; Discretionary) **25-742**

Chair Anne Cottrell opened the public hearing.

County Executive Office Management Analyst Jasmine Elo made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Item continued to June 24, 2025 under the Consent calendar.

12. CLOSED SESSION

None

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 24, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Tuesday, June 24, 2025 **9:00 AM** **Board of Supervisors Chambers 1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   District Engineer Chris Silke led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 25-179

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

A. Presentation of Proclamations recognizing the Napa Valley Grapegrowers' "2025 Grower of the Year" and "Lifetime Achievement Award" recipients. **25-821**

(No Fiscal Impact)

Chair Anne Cottrell presented the proclamation.

William Thomas Hannah received the proclamation and made presentation.

Supervisor Joelle Gallagher presented the proclamation.

Denise Renteria, on behalf of Oscar Renteria, received the proclamation and made presentation.

B. Recognize Kate Miller for her service and contributions as Executive Director for Napa Valley Transportation Authority. (No Fiscal Impact) **25-1051**

Supervisor Liz Alessio presented the proclamation.

Napa Valley Transportation Authority Executive Director Kate Miller received the proclamation and made presentation.

5. CONSENT CALENDAR

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

Auditor-Controller

A. Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2025. (Fiscal Impact: Revenues of $19,614,335, Expenditures of $79,041,970, Various Funds, Not Budgeted; Discretionary) [4/5 vote required] **25-1169**

Child Support Services

B. Approve and authorize the Director of Child Support Services to sign the renewal of the Plan of Cooperation with the Superior Court of California, County of Napa for the term of July 1, 2025, through July 1, 2027, defining the respective roles and responsibilities of each entity. (No Fiscal Impact) **25-1077**

Corrections

C. Approve and authorize Agreement No. 250365B with Western Exterminator Company to provide pest control services to the Napa County Department of Corrections at the replacement jail. (Fiscal Impact: $10,000 Expense; General Fund; Budgeted; Discretionary) **25-1138**

Enactment No: **A-250365B**

D. Approve and authorize Amendment No. 1 to Agreement No. 230117B with Mark Clementi Ph.D. to extend the term for pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections. (Fiscal Impact: $20,000 Expense; General Fund; Budgeted, Mandatory) **25-1143**

Enactment No: **A-230117B Amend. 1**

E. Approve and authorize Agreement No. 250438B with Nor-Cal Bio Solutions LLC., to provide biohazard cleaning services to the Napa County Department of Corrections (Fiscal Impact: $120,000 Expense; General Fund; Budgeted, Discretionary) **25-1190**

Enactment No: **A-250438B**

County Counsel

F. Adopt a Resolution of Findings of Fact and Decision on Appeal regarding an appeal filed by Appellant Water Audit California concerning the Napa County Planning Commission's decision on December 18, 2024, to approve Bonny's Vineyard New Winery Use Permit Application No. P22-00002-UP and adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. (No Fiscal Impact) **25-1083**

Item pulled for further discussion. See Item 8.

Enactment No: **R-2025-61**

G. Adopt an Ordinance amending Chapter 10.12 (County Parking Lots) of the Napa County Code related to electric vehicle parking stalls and enforcement of parking regulations. (No Fiscal Impact; Discretionary) **25-1110**

Enactment No: **O-1508**

County Executive Office

H. Approve and authorize Amendment No. 2 to Agreement No. 200063B with Napa Valley Vine Trail Coalition to extend the agreement term through June 30, 2026, with four additional automatic one-year extensions for a total of five years for project design, engineering, and construction grants. (Fiscal Impact: $55,000 Expense; Budgeted; Unincorporated Napa Valley Tourism Improvement District Fund; Discretionary) **25-882**

Enactment No: **A-200063B Amend. 2**

I. Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to VOICES, Napa Valley Vine Trail, Napa Valley Community Organizations Active in Disaster, and Napa Farmers Market to provide support and community benefit. (Fiscal Impact: $4,000 Expense; Budgeted; General Fund; Discretionary) **25-949**

J. Approve and authorize allocation of Board of Supervisors' District 3 community grant funds to Pope Valley Farm Center, Napa Valley Farmworker Foundation, Molly's Angels, Calistoga Food Bank, and UpValley Family Centers to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary) **25-1113**

K. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa Valley Tourism Improvement District (NVTID) for a total appropriation of $8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary) **25-1129**

Enactment No: **R-2025-62**

L. Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Mentis, NEWS Napa, Molly's Angels, Napa County Hispanic Chamber of Commerce Latino Leadership Development Program Scholarship, and Boys and Girls Club of Napa Valley to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary) **25-1147**

Elections

M. Approve and authorize Amendment No. 1 to Agreement No. 190126B with Dominion Voting Systems for election support through June 30, 2032. (Fiscal Impact: $1,199,468 expense; General Fund; Budgeted; Mandatory) **25-1081**

Enactment No: **A-190126B Amend. 1**

Health and Human Services Agency

N. Approve and authorize Amendment No. 5 to Agreement No. 190321B with Community Resources for Children to increase the contract maximum from $187,686 to $197,025. (Fiscal Impact: $9,339 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary). **25-201**

Enactment No: **A-190321B Amend. 5**

O. Approve and authorize Amendment No. 2 to Agreement No. 240035B with St. Helena Hospital dba Adventist Health St. Helena and Adventist Health Vallejo to increase the contract maximum from $700,000 to $750,000 for Fiscal Year 2024-2025 and each subsequent renewal; approve and authorize Amendment No. 1 to Agreement No. 210351B with Aurora Santa Rosa Hospital to increase the contract maximum from $490,000 to $950,000 for Fiscal Year 2024-2025 and each subsequent renewal; and approve related Budget Amendments to increase appropriations $510,000 by use of available fund balance. (Fiscal Impact: $510,000 Expense; Health and Human Services Agency Fund; Not Budgeted; Mandatory) **25-724**
[4/5 vote required]

Enactment No: **A-240035B Amend.2; A- 210351B Amend. 1**

P. Approve and authorize Amendment No. 3 to Agreement No. 230171B with Mentis, Inc., to increase the contract maximum from $386,574 to $450,316 for the entirety of the two-year agreement, to continue Mentis' Suicide Prevention Program. (Fiscal Impact: $63,742 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **25-781**

Enactment No: **A-230171B Amend. 3**

Q. Approve and authorize Agreement No. 250346B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2028 for a contract maximum of $181,372 to provide services under the Parents As Teachers Home Visiting program. (Fiscal Impact: $181,372 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-852**

Enactment No: **A-250346B**

R. Approve and authorize Agreement No. 250435B with the California Department of Health Care Services (DHCS) for the Intergovernmental Agreement Regarding Transfer of Public Funds for the term January 1, 2024 through June 30, 2027 for the transfer of approximately $2,000,000 to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates, which includes the 20% assessment fee retained by DHCS. (Fiscal Impact: $2,000,000 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary) **25-866**

Enactment No: **A-250435B**

S. Terminate Agreement No. 170522B and approve and authorize Agreement No. 260022B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of $45,000 per fiscal year to provide administration of the Child Abuse Prevention Council. (Fiscal Impact: $45,000 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory). **25-1047**

Enactment No: **A-260022B**

Housing & Community Services

T. Approve and authorize Amendment No. 4 to Master Services Agreement No. 220376B with Partnership Health Plan for the County to provide Community Supports to certain Medi-Cal participants through December 2025 generating approximately $1,000,000 in annual revenue (Fiscal Impact: $1,000,000 Revenue, Housing & Community Services Fund, Budgeted, Discretionary). **25-789**

Enactment No: **A-220376B Amend. 4**

U. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the County Service Area No. 4 (CSA No. 4) - Farmworker Housing Assessment District. (Fiscal Impact: $24,102 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary) **25-1130**

Enactment No: **R-2025-63**

Human Resources – Division of CEO's Office

V. Approve and authorize Agreement No. 250405B with Shaw HR Consulting for the term of June 24, 2025, through June 30, 2026, with two additional one-year extensions to provide advisory medical record review, independent medical examinations, and/or reports, and disability interactive process professional services. (Fiscal Impact: $80,000 annual expense; Fund dependent upon department usage; Budgeted; Discretionary) **25-967**

Enactment No: **A-250405B**

W. Adopt a Resolution to affirm the retirement cost sharing contributions for Napa Association of Public Employees and Napa Association of Probation Professionals, effective June 21, 2025, for Fiscal Year 2025-2026. (Fiscal Impact: $25,000 expense reduction; General Fund; Budgeted; Discretionary) **25-968**

Enactment No: **R-2025-64**

X. Approve and authorize Amendment No. 2 to Agreement 190090B with The Language People for a maximum annual amount of $25,000 for the term effective July 1, 2024, through June 30, 2026, with an option to extend for five additional years through June 30, 2031, to provide language proficiency testing and face-to-face interpretation services. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary) **25-1069**

Enactment No: A-190090B Amend. 2

Y. Adopt a Resolution to amend the Table & Index of Classes and appropriate personnel policies effective June 24, 2025. (Fiscal Impact: $76,000 annual savings; General Fund; Budgeted; Discretionary) **25-1094**

Enactment No: R-2025-65

Z. Adopt a Resolution to implement the Fiscal Year 2025-2026 cost-of-living adjustments. (Fiscal Impact: $6,445,000 Expense; All Operating Funds; Budgeted; Discretionary) **25-1111**

Enactment No: R-2025-66

In-Home Supportive Services Public Authority of Napa County

AA. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the In-Home Supportive Services (IHSS) Public Authority of Napa County. (Fiscal Impact: $72,708 General Fund Expense, $72,849 Net Add to In-Home Supportive Services Public Authority Fund Balance; Discretionary) **25-1095**

Enactment No: R-2025-01 (IHSS)

Information Technology Services – Division of CEO's Office

AB. Approve and authorize Amendment No. 1 to Agreement No. 230081B with GovernmentJobs.com, Inc. (dba NEOGOV, parent company of PowerDMS, Inc.) reducing the annual cost from $14,000 to $8,500 for the term of July 1, 2025, through October 17, 2027, for PowerDMS training software. (Fiscal Impact: $5,500 annual savings; Probation Fund; Budgeted; Discretionary) **25-741**

Enactment No: A-230081B Amend. 1

AC. Approve and authorize Amendment No. 1 to Agreement No. 230035B with AMS.NET, Inc. to extend the term for an additional three years through June 30, 2028 and increase the contract amount from $50,000 to $70,000 for continued utilization of specific infrastructure and telephony related projects and system maintenance and support services. (Fiscal Impact: $20,000 Expense, Information Technology Services Fund; Budgeted; Discretionary) **25-778**

Enactment No: A-230035B Amend. 1

AD. Approve and authorize Amendment No. 3 to Agreement No. 210093B with Granicus, LLC., increasing the contract maximum from $415,968 to $765,678 and extending the term through June 30, 2028, to provide ongoing agenda system services, adding new solutions and discontinuing others. (Fiscal impact: $349,709 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-876**

Enactment No: A-210093B Amend. 3

AE. Approve and authorize Amendment No. 1 to Agreement No. 250136B with Environmental Science Associates, to extend the term to June 30, 2026, for continued cultural resources technical services to support environmental review of the Mount St. Helena telecommunications tower replacement project for no additional cost. (No Fiscal Impact; Discretionary) **25-942**

Enactment No: A-250136B Amend. 1

AF. Approve and authorize Amendment No. 1 to Agreement No. 250209B with Infoverity U.S., Inc. to extend the term for an additional year through June 30, 2026 and increase the maximum contract amount from $100,000 to $200,000. (Fiscal Impact: $100,000 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-952**

Enactment No: A-250209B Amend. 1

Lake Berryessa Resort Improvement District

AG. Approve and authorize Amendment No. 1 to Agreement No. 250011B (LBRID) with Specialized Utility Services Program to increase the maximum from $396,000 to $418,000 for the term through June 30, 2025; and approve a Budget Amendment for additional services and supplies expenses. (Fiscal Impact: $22,000 Expense; Lake Berryessa Resort Improvement District; Not Budgeted; Discretionary) [4/5 vote required] **25-731**

Enactment No: A-250011B (LBRID) Amend. 1

AH. Approve and authorize Amendment No. 2 to Agreement No. 230208B (LBRID) with GHD, Inc. to increase the total contract amount from $270,839 to $276,839 to provide additional construction management and inspection services for the "Tank 3 Replacement and Distribution System Upgrades Project," LB 20-01. (Fiscal Impact: $6,000 Expense, Lake Berryessa Resort Improvement District; Budgeted; Discretionary) **25-902**

Enactment No: A-230208B (LBRID) Amend. 2

AI. Approve and authorize Agreement No. 250439B (LBRID) with Specialized Utility Services Program dba SUSP Engineering for a maximum compensation of $21,780 for video inspection of sewer pipelines. (Fiscal Impact: $21,780 Expense; Lake Berryessa Resort Improvement District; Budgeted; Discretionary) **25-914**

Enactment No: A-250439B (LBRID)

AJ. Approve a Budget Amendment transferring $14,516 by increasing appropriations remaining in Lake Berryessa Resort Improvement District Project 22015 "Water Plant Generator Replacement" and increasing revenue in Project 22009 "Sustainable Water Supply." (Fiscal Impact: Net Zero; Lake Berryessa Resort Improvement District; Not Budgeted; Discretionary) **25-953**
[4/5 vote required]

AK. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Lake Berryessa Resort Improvement District (LBRID). (Fiscal Impact: $373,361 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary) **25-1100**

Enactment No: R-2025-01 (LBRID)

AL. Approve plans and specifications for the "Transfer Pumping Equipment and Storage Project," LB 25-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary) **25-1133**

AM. Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed for Lake Berryessa Resort Improvement District as of June 30, 2025. (Fiscal Impact: Revenues of $1,766,227, Expenditures of $4,646,087, Various Funds, Not Budgeted; Discretionary) **25-1181**
[4/5 vote required]

Library

AN. Approve and authorize 17 agreements with 14 different organizations totaling $242,132 recommended by the Napa County Arts and Culture Advisory Committee, and Agreement No. 250145B with Arts Council Napa Valley for $60,870 to be the Napa County Local Arts Agency and implement the Napa County Cultural Plan for the term July 1, 2025, through June 30, 2026. (Fiscal Impact: $303,002 Expense; General Fund-Community Investment; Budgeted; Discretionary) **25-939**

Enactment No: **A-260033B; A-260034B; A-260035B; A-260036B; A-260037B; A-260042B; A-260043B; A-260024B; A-260025B; A-260026B; A-260027B; A-260028B; A-260029B; A-260030B; A-260031B; A-260032B; A-260041B; A-260048B**

Monticello Public Cemetery District

AO. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Monticello Public Cemetery District (MPCD). (Fiscal Impact: $87,807 Net Use of Fund Balance, Monticello Public Cemetery District; Discretionary) **25-1097**

Enactment No: **R-2025-02 (MPCD)**

Napa Berryessa Resort Improvement District

AP. Approve and authorize Amendment No. 1 to Agreement No. 250010B (NBRID) with Specialized Utility Services Program to increase the total contract maximum from $396,000 to $416,000 for the term ending June 30, 2025, and approve a Budget Amendment for additional emergency repair services and supplies and other expenses totaling $110,000. (Fiscal Impact: $130,000 Expense; Napa Berryessa Resort Improvement District; Not Budgeted; Discretionary)
[4/5 vote required] **25-720**

Enactment No: **A-250010B (NBRID) Amend. 1**

AQ. Approve and authorize Agreement No. 250440B (NBRID) with Specialized Utility Services Program dba SUSP Engineering for the video inspection of 4,000 feet of sewer pipeline. (Fiscal Impact: $8,280 Expense; Napa Berryessa Resort Improvement District; Budgeted; Discretionary) **25-913**

Enactment No: **A-250440B (NBRID)**

AR. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa Berryessa Resort Improvement District (NBRID). (Fiscal Impact: $684,957 Net Use of Fund Balance, Napa Berryessa Resort Improvement District; Discretionary) **25-1098**

Enactment No: **R-2025-03 (NBRID)**

AS. Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed for Napa Berryessa Resort Improvement District as of June 30, 2025. (Fiscal Impact: Revenues of $112,033, Expenditures of $338,000, Various Funds, Not budgeted; Discretionary) **25-1183**
[4/5 vote required]

Napa County Groundwater Sustainability Agency

AT. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Groundwater Sustainability Agency (NCGSA). (Fiscal Impact: $2 million General Fund Expense and $787,555 Net Use of Fund Balance; Napa County Groundwater Sustainability Agency; Discretionary) **25-1092**

Enactment No: **R-2025-03 (NCGSA)**

Napa County Housing Authority

AU. Acceptance of donation report for quarter ending March 31, 2025. (Fiscal Impact: $9,403 Revenue; Housing Authority Fund; Not Budgeted; Discretionary) **25-1073**

AV. Accept and file account receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2025. (Fiscal Impact: $1,200 Expense; Napa County Housing Authority Fund, Budgeted, Discretionary) **25-1075**

AW. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Housing Authority (NCHA). (Fiscal Impact: $45,000 Net Revenue (Increase in Reserves); Napa County Housing Authority; Discretionary) **25-1093**

Enactment No: **R-2025-03 (NCHA)**

AX. Approve and authorize acceptance of a donation totaling $79,000 from Department of Water Resources to replace and install three commercial dishwashers, plus technical assistance services, for development of a state-mandated water contingency plan and the related Budget Amendment. (Fiscal Impact: net zero; Housing Authority Fund; Not Budgeted; Discretionary) **25-1135**
[4/5 vote required]

Planning, Building and Environmental Services (PBES)

AY. Approve and authorize Amendment No. 1 to Agreement No. 230068B with Moore Iacofano Goltsman, Inc. to extend the term through June 30, 2026, reducing the annual contract maximum from $24,500 to $14,250, and update the scope of work for continued website assistance and support to the Napa County Watershed Information & Conservation Council (WICC). (Fiscal Impact: $14,250; Expense; General Fund; Budgeted; Discretionary) **25-951**

Enactment No: **A-230068B Amend. 1**

AZ. Approve and authorize Amendment No. 2 to Agreement No. 170591B with West Coast Code Consultants and Amendment No. 4 to Agreement No. 200066B with CSG Consultants to extend the term of the agreements to June 30, 2026, to assist with building plan review, inspections and fire prevention services as needed with no change to the annual maximums. (No Fiscal Impact; Discretionary) **25-1124**

Enactment No: **A-170591B Amend. 2; A-200066B Amend. 4**

Probation

BA. Approve and authorize Amendment No. 1 to Agreement No. 250072B, with Think Hopeful, Inc. for $49,500 annually for July 1, 2025 to June 30, 2026 with two one-year extensions to provide an online platform for mental wellness services. (Fiscal Impact: $49,500 Expense; General Fund; Budgeted; Discretionary) **25-1123**

Enactment No: **A-250072B Amend. 1**

Public Works

BB. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Line Project. (Fiscal Impact $644,593 Net Use of Fund Balance; Milliken-Sarco-Tulocay Fund; Discretionary) **25-426**

Enactment No: **R-2025-67**

BC. Adopt a Resolution authorizing the transfer of $250,000 from the General Fund to the Lake Berryessa Concessions funds to pay for County expenses until the Lake Berryessa resorts are operating and generating revenue. (Fiscal Impact: $250,000 Expense; General Fund; Budgeted; Discretionary) **25-628**

Enactment No: **R-2025-68**

BD. Reject all Bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Mt. Veeder Road MPM 3.5, RDS 25-18 project. (No Fiscal Impact) **25-737**

BE. Award a Construction Contract to Rehak General Engineering for the Mount Veeder 5.2 project, RDS 25-19 project; and approve a Budget Amendment. (Fiscal Impact: $1,602,701, Expense; General Fund and Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-822**

BF. Approve and authorize Amendment No. 1 to Agreement No. 230361B with J.F. Brennan Company increasing from $35,000 to a new contract maximum of $70,000 for culvert flap-gate maintenance and inspection services. (Fiscal Impact: $35,000 Expense; Roads Fund; Budgeted; Discretionary) **25-895**

Enactment No: **A-230361B Amend. 1**

BG. Approve and authorize Amendment No. 1 to Agreement No. 250053B with Sanchez Brother's Landscape, Inc. for a term date through June 30, 2028 with a maximum compensation of $150,000, to provide landscape maintenance, irrigation, restoration and repair services in County Service Area No. 3. (Fiscal Impact: $70,000 Expense; County Service Area No. 3 and Roads Funds; Budgeted; Discretionary) **25-929**

Enactment No: **A-250053B Amend. 1**

BH. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the County Service Area No. 3 (CSA No. 3). (Fiscal Impact: $180,110 Net Use of Fund Balance; CSA No. 3; Discretionary) **25-1131**

Enactment No: **R-2025-69**

BI. Receive a report on projects requiring expedited emergency contracting procedures to repair damage from the February storms and affirm the need to continue this action. (No Fiscal Impact; Discretionary) [4/5 vote required] **25-1137**

BJ. Approve the Plans and Specifications for the "Hangar A Row Roof Construction Project," PW26-07, and authorize staff to advertise for sealed bids and open bids at a time, date and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary) **25-1139**

BK. Award of Construction Contract to Team Ghilotti, Inc., of Petaluma, CA in the amount of $4,397,141 for the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06; and approve a Budget Amendment. (Fiscal Impact $5,996,147 Expense; Measure T Special Revenue; Not Budgeted; Discretionary)
[4/5 vote required] **25-1140**

BL. Approve the Plans and Specifications for the "Crisis Stabilization Unit - Children's Services Expansion," PW 24-15, authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code; and approve and authorize Amendment No. 3 to Agreement No. 240326B with TLCD Architecture for services in support of the project. (No Fiscal Impact; Discretionary) **25-1141**

Enactment No: **A-240326B Amend. 3**

BM. Reject the low bid from Insidesource as non-responsive; award Construction Contract to Integrity Construction Maintenance Inc. of Sebastopol, CA in the amount of $178,480 for the "American Canyon Library Remodel, Furniture" PW 25-09B, for furniture and installation services and approve a Budget Amendment. (Fiscal Impact $220,000 Expense; Library Fund; Not Budgeted; Discretionary).
[4/5 vote required] **25-1145**

Sheriff

BN. Approve and authorize Agreement No. 260049B with Teleosoft, Inc. for Civil Process Software System intial and annual licensing, and approval of a waiver of competitive bidding and sole source award. (Fiscal Impact: $282,188 Expense; General Fund; Budgeted; Discretionary) **25-1080**

Enactment No: **A-260049B**

BO. Approve and authorize Amendment No. 5 to Agreement No. 170294B with Bode Cellmark Forensics, Inc., to extend the term through June 30, 2028 with no increase in the maximum amount for DNA identification services. (No Fiscal Impact; Discretionary) **25-1108**

Enactment No: **A-170294B Amend. 5**

Silverado Community Services District

BP. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Silverado Community Services District (SCSD). (Fiscal Impact: $3,334 Net Use of Fund Balance; Silverado Community Services District; Discretionary) **25-1099**

Enactment No: **R-2025-01 (SCSD)**

University of California Cooperative Extension

BQ. Approve and authorize Agreement No. 8698 with the Regents of the University of California - Agriculture and Natural Resources and Napa County for the term June 24, 2025 to June 30, 2030 to provide extension and education, and to implement programs and activities benefiting residents of the county. (No Fiscal Impact; Discretionary) **25-1153**

Enactment No: **A-8698**

6. PUBLIC COMMENT

None

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Liz Alessio reported on attending the following: a leadership luncheon sponsored by Jason and Mary Luros that had a presentation on a proposed housing development project at the corner of Jefferson Street and Trower Avenue that is under a housing land trust; a graduation ceremony of the Leadership Napa Valley Class of 37; a Juneteenth event at Veterans Memorial Park; and a meeting of the National Alliance on Mental Illness (NAMI) Solano County.

Supervisor Joelle Gallagher reported on two upcoming events: Rock the Ride on June 28, 2025 to benefit national and local non-profit organizations working to end gun violence, such as Moms Demand Action, Every Town for Gun Safety, Gifford Center for Law, and Alaina's Voice (rocktherideusa.com); and Empty Bowls on June 29, 2025 at Crosswalk Community Church, sponsored by Abode to help fight food insecurity in the community (abode.org).

Vice Chair Amber Manfree reported on attending the Juneteenth event and encouraged people to attend next year's event and to also attend the upcoming Rock the Ride event.

Supervisor Belia Ramos reported on attending the following: a prescribed burn by Napa County Fire on Wild Horse Valley Road; the annual Association of Bay Area Governments (ABAG) General Assembly where the bylaws were amended to elect Presidents and Vice Presidents with greater member participation (Supervisor Ramos's term will extend to serve as President through the end of the year); and a Napa Valley Grapegrowers appreciation luncheon where scholarship recipients were recognized.

Chair Anne Cottrell reported on attending the Pride in the Park event sponsored by the Town of Yountville and Yountville Chamber of Commerce with non-profits and local wineries participating. Chair Cottrell reported the UpValley Family Centers in Calistoga moved into a new building partnered with Adventist Health as the landlord that provides more space and is conveniently located off the main street. There was a chance to honor Elaine Jones, who was a long-time Board Member and supporter who passed before this milestone but was instrumental in getting to this point. Chair Cottrell reported on attending a Wildfire and Forest Resilience Task Force committee meeting. Moving forward, wildfire prevention funds from the state will likely be allocated through multicounty block grants that will require counties to work together in the process. Chair Cottrell reported on attending an event at the Napa County Airport sponsored by Cal Fire where they presented three Type 1 helicopters - a Chinook for Napa County that has a 2,600-gallon water capacity, and a Blackhawk each for Sonoma and Lake Counties. Lastly, Chair Cottrell reported she will be attending a Rural County Representatives of California (RCRC) meeting in Modoc County this week.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 5F

Chair Anne Cottrell made presentation.

Deputy County Counsel Makayla McMahon made presentation.

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

9. PUBLIC HEARINGS

County Executive Office

A. Introduction and intent to adopt an Ordinance adding Chapter 6.02 to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa. (No Fiscal Impact; Discretionary) **25-1176**

Chair Anne Cottrell opened the public hearing.

Chief Deputy County Counsel Thomas Zeleny made presentation.

Napa County Resource Conservation District Environmental Scientist II Martin Perales, Ph.D. made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

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

Public Works

B. Introduction and intent to adopt an Ordinance amending Napa County Code Section 11.28.030 to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact; Discretionary) **25-1022**

Chair Anne Cottrell opened the public hearing.

Director of Public Works Steven Lederer made presentation.

Chair Anne Cottrell closed the public hearing.

Motion Text:	**Approve motion of intent to adopt the Ordinance**
Voting Yes:	**Gallagher, Ramos, Alessio, Manfree, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

Planning, Building and Environmental Services (PBES)

C. Consideration and possible action regarding an appeal filed by Water Audit California (Appellant or WAC) concerning the decisions made by the Napa County Planning Commission on April 2, 2025 for to: (1) find the project categorically exempt from the California Environmental Quality Act and (2) approve Use Permit Major Modification No. P19-00459, Castello Di Amorosa Winery, to recognize and approve items that are out of compliance with the permitted entitlements and for an expansion beyond existing entitlements. (No Fiscal Impact) **25-1090**

Chair Anne Cottrell opened the public hearing.

The Board of Supervisors provided disclosures.

Planning, Building and Environmental Services Planner III Emily Hedge made presentation.

Applicant attorney Scott Greenwood-Meinert made presentation.

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

Appellant representative William McKinnon made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Motion Text:	**Remand the project to the Planning Commission for preparation of an advisory report on the updated Water Availability Analysis and groundwater related matters.**
Voting Yes:	**Alessio, Gallagher, Manfree, Ramos, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

10. ADMINISTRATIVE ITEMS

Clerk of the Board

A. Appoint Matthew S. Reid to represent the City of Calistoga and choose one of the following applicants to represent the County of Napa on the Napa County Library Commission with a term of office commencing immediately and ending on January 31, 2028. (No Fiscal Impact) Lauren D. Muscatine
Marie Paz B. Maurer
Logan Elena Triglia Laverty
Margaret Woodard
Monica G. Conners
Vivian Wehner
Susan Kalman **25-525**

Clerk of the Board Neha Hoskins made presentation.
Discussion held.

Motion Text:	**Appoint Matthew S. Reid and Monica G Conners.**
Voting Yes:	**Ramos, Alessio, Manfree, and Cottrell**
Voting No:	**None**
Excused:	**Gallagher**
Result:	**Passed**

County Fire Department

B. Approve and authorize Agreement No. 260050B with the California Department of Forestry and Fire Protection for a maximum of $64,676,440 for term July 1, 2025 through June 30, 2028, for fire protection services. (Fiscal Impact: $64,676,440 Expense; Fire Fund; Budgeted; Mandatory) **25-810**

Interim Fire Administrator J.R. Rogers made presentation.

Discussion held.

Motion Text:	**Approve the requested action.**
Voting Yes:	**Ramos, Manfree, Alessio, and Cottrell**
Voting No:	**None**
Excused:	**Gallagher**
Result:	**Passed**
Enactment No:	**A-260050B**

Planning, Building and Environmental Services (PBES)

C. Receive a presentation on the Code Compliance Division's annual update. (No Fiscal Impact) **25-962**

Chief Deputy County Counsel Jason Dooley made presentation.

Planning, Building, and Environmental Services Code Compliance Manager Akenya Robinson-Webb made presentation.

Sheriff Sergeant Franklin Walsh made presentation.

Discussion held.

Direction provided to staff.

11. PUBLIC HEARINGS (continued)

County Executive Office

A. Adopt a Resolution adopting the Recommended Budget of the County for Fiscal Year 2025-26; and adopt a Resolution Amending the Table and Index of Classes. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) **25-1128**

(CONTINUED FROM JUNE 17, 2025)

Correction Memorandum provided.

Chair Anne Cottrell opened the public hearing.

Chief Executive Officer Ryan J. Alsop made presentation.

Director of Housing & Community Services Jennifer Palmer made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Motion Text: **Adopt the Resolutions.**
Voting Yes: **Alessio, Gallagher, Manfree, Ramos, and Cottrell**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2025-70; R-2025-71**

12. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) **25-1193**
Name of Case: Minh Tran v. County of Napa, Napa Superior Court Case No. 23CV001593

Closed Session held. No reportable action. The Board gave direction to Counsel.

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JULY 22, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1171

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Reappointments and appointment to the Napa County Child Care and Development Planning Council

RECOMMENDATION

Reappoint Emily Darlington as the Consumer Representative and Amalia Kulczycki as the Public Agency Representative; and appoint Emily Alexander as the At Large Representative to the Napa County Child Care and Development Planning Council with terms of office to commence immediately and expire on June 30, 2028. (No Fiscal Impact)

BACKGROUND

There are currently three openings on the Napa County Child Care and Development Planning Council due to term expirations and a vacancy. The County Executive Office advertised the vacancies and received three applications from Emily Darlington, Amalia Kulczycki, and Emily Alexander.

The purpose of the Napa County Child Care and Development Planning Council (the Council) is to assess Napa County childcare needs and develop plans to address those needs. The Council is committed to the belief that all children in Napa County have the right to experience a safe, healthy, and nurturing childhood with equal access to community services and support. The Council shall collaborate to foster public and private partnerships to maximize family and child development resources through coordination and collaboration. The Council was created by Board of Supervisors Resolution No. 98-14 on February 10, 1998, to consist of twenty members, with ten members appointed by the Board of Supervisors and ten appointed by the Napa County Superintendent of Schools, the composition of which had to include the following:

- 20% Consumers of Child Care - parents or persons who receive, or who have received within the past 36 months, childcare services.
- 20% Child Care Providers - persons who provide childcare services or represent persons who provide childcare services, reflective of the range of childcare providers in the county.

- 20% Public Agency Representatives - persons who represent a city, county, city and county, or local education agency.
- 20% Community Representatives - persons who represent an agency or business that provides private funding for childcare services, or who advocates for childcare services through participation in civic or community based organizations but are not childcare providers and do not represent an agency that contracts with the California Department of Education to provide childcare and development services.
- 20% Public Members At-Large - persons from any of the above categories or outside of these categories at the discretion of the appointing agencies.

On December 8, 1998, by Resolution No. 98-150 of the Board of Supervisors, the Council's Bylaws were adopted. On December 17, 2013, the Board of Supervisors adopted Resolution 2013-154 amending the Bylaws of the Council, which included reducing the number of members to ten, clarifying membership qualifications, making minor changes to the mission of the Council, reducing the number of members of the Executive Committee, changing the filing location for statements of economic interests and other minor clerical changes.

On May 10, 2016, the Board of Supervisors adopted Resolution 2016-56, which designated a specific meeting location and updated the parliamentary authority.

Requested Action:

Reappoint Emily Darlington and Amalia Kulczycki and appoint Emily Alexander to the Napa County Child Care and Development Planning Council.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

June 12, 2025

Emily Darlington
[redacted]
Napa, CA 94558
[redacted]

Re: **Napa County Child Care and Development Planning Council**

Dear Emily:

You have been a valued member of the **Napa County Child Care and Development Planning Council** representing **Consumer**. The term of your position will expire June 30, 2025. If you wish to request reappointment for a 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Child Care and Development Planning Council** for the term commencing immediately and expiring June 30, 2028.

==========

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

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

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

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

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

After checking the appropriate boxes above, sign and date on the lines below and return this letter to the County Executive Office by mail or email **no later than 5:00 p.m. on Friday, June 27, 2025**.

SIGNATURE

6/30/25
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Child Care and Development Planning Council: Submitted

Category of Membership for Which You Are Applying

Consumer (reappointment)

Profile

Emily (First Name) | (Middle Initial) | Darlington (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

☑ District 2

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

[redacted] (Primary Phone)

Napa County Office of Education	Grants Coordinator	Early Education Administration
Employer	Job Title	Occupation

Education/Experience

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

Evan Darlington, Education Services Manager, ParentsCAN

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Community Participation

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

I have two children and have received child care services in Napa County in recent years. I also have a background in early childhood education and feel I can bring unique perspectives and experiences to the LPC. I have served in the past and would very much like to continue my role on the Council.

Nature of activity and community location

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

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Emily Darlington

Date

June 30, 2025

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

June 12, 2025

Amalia Kulczycki
[redacted]
Napa, CA 94588
Via email: [redacted]

Re: **Napa County Child Care and Development Planning Council**

Dear Amalia:

You have been a valued member of the **Napa County Child Care and Development Planning Council** representing **Public Agency**. The term of your position will expire June 30, 2025. If you wish to request reappointment for a 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Child Care and Development Planning Council** for the term commencing immediately and expiring June 30, 2028.

==========

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

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

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

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

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

After checking the appropriate boxes above, sign and date on the lines below and return this letter to the County Executive Office by mail or email **no later than 5:00 p.m. on Friday, June 27, 2025**.

A. Kulczycki
SIGNATURE

7/1/2025
DATE

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

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

Public Records Act

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Form 700 Conflict of Interest Code
California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Child Care and Development Planning Council: Appointed

Category of Membership for Which You Are Applying

Public Agency

Profile

Amalia (First Name) | M (Middle Initial) | Kulczycki (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

☑ District 1

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

[redacted] (Primary Phone)

City of San Ramon	Recreation Marketing Coordinator	Parks & Recreation
Employer	Job Title	Occupation

Education/Experience

BS in Hotel Management w/ minor in Leisure Services; MS in Sports & Leisure Management (Recreation); Recreation Supervisor/ Interim Director for City of St. Helena for 8 years

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

Matthew Kulczycki, Chef

Resume

resume-AKulczycki-2022.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Certified Parks & Recreation Professional -

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

Vicky Ramirez, St. Helena Parks & Recreation [redacted] Andre Pichly, General Manager, Cameron Park Community ector [redacted] Elizabeth Cobb-Bruno Program Manager- Rianda House, [redacted]

Community Participation

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

I have served on the Council for the past 3 years and with Upvalley youth for 8 years. I represent the interests of parents with young children, youth program providers, and a tax payer of Napa County.

Nature of activity and community location

Active member of the Napa Moms Group Co-founder and coalition member of Napa County Parks Prescription Coalition

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

Served the previous 3 year term on the Child Care & Development Planning Council

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

n/a

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Amalia M. Kulcyzcki

Date

7/11/2022

Amalia Kulczycki
[redacted]
Napa, CA 94558
[redacted]

RESUME

Education

2004-2009 **University of Nevada, Las Vegas** Las Vegas, NV
Bachelor of Science in Hospitality Management
•Hospitality Management with a minor in Recreation &Leisure Studies

2010-2012
Master of Science in Sports and Leisure Management Studies
· Graduate Assistant for the Public Lands Institute
· Professional Paper: "Building Diversity Among Participants in the National Parks"

Experience

April 2022- present City of San Ramon San Ramon, CA
Recreation Marketing Coordinator

- Coordinate all marketing activities for the Parks & Community Services Department
- Responsible for social media calendar, content creation, and posting

November 2021 - April 2022 City of St. Helena St.Helena, CA
Interim Recreation Director

July 2014 - Present City of St. Helena St.Helena, CA
Recreation Supervisor

- Market recreational programs and special events to the community through creation of program guides, flyers, social media posts, e-blasts, and webpages
- Plan, implement, coordinate, supervise and evaluate recreation activities for youth, adults and special populations
- Recruit, hire and supervise contract instructors & manage their programs
- Resources Unit Leader for EOC Planning Section: create virtual meeting protocols, train staff, and host City Council, Planning Commission, Parks & Recreation Commission and Library Board virtual meetings on ZOOM

August 2013 - July 2014 City of St. Helena St.Helena, CA
Teen Center Coordinator

- Coordinated all activities, special events, & field trips for middle school teens
- Market to, enroll, and maintain teen center membership
- Hire, schedule, and lead a staff of four recreation employees

April 2012 – August 2013 Napa Valley Wine Train Napa, CA
On-board Service Manager

- Directed hiring, staffing, and daily activities of 45 service employees
- Managed employee-guest interactions aboard the train
- Developed and implemented standard operating procedures for all employees

June-August 2011 UNLV Department of Ed Outreach Las Vegas, NV
Youth Summer Programs Coordinator

- Performed managerial duties, including assessment, scheduling, staff supervision
- Created daily recreation curriculum and weekly field trips programming

September 2009-June 2011 UNLV-Public Lands Institute Las Vegas, NV
Graduate Assistant and Program Facilitator
- Designed and facilitated outdoor recreation and environmental education activities for at-risk youth and under-served populations
- Collaborated with members of a federal inter-agency partnership

Memberships & Associations

January 2021- December 2022 California Parks & Recreation Society
District 1 Board Member
- Director - at - Large for Napa and Lake Counties

February 2018-present Napa County Childcare Planning Council
Public Agency Council Representative
- Appointed position by the Napa County Board of Supervisors

July 2018- present Parks Rx Napa County
Parks Rx Coalition Member
- Founded Park Rx Napa County in July 2018, which is now managed by Innovative Health Solutions for the Napa County Health Department
- https://www.parksrx.com/

April 2016- present Rianda House Senior Activity Center

Program Committee Member

- Provide insight and recommendations to senior program staff

Certifications

- Certified Parks &Recreation Professional: Exp 3/22
- American Heart Association Heartsaver CPR AED, Child CPR AED, and Infant CPR Program: Exp 6/23
- FEMA Certified Disaster Service Worker: ID 0003497315

Past Projects

Barrels of Fun St. Helena:

Barrels of Fun St. Helena started as a small neighborhood movement to bring something fun and artistic to St. Helena during the Easter season. During the COVID-19 pandemic, it grew into a community-wide movement as a way to connect with neighbors from afar, show community pride, and showcase wine country culture to our visitors. More than 200 reclaimed wine barrels are decorated and displayed by community members during Easter, 4th of July, and the Holidays.

- Instagram
- Flyer and Banner

Additional items at St. Helena Rec Facebook Page

- https://www.facebook.com/StHelenaRec
- https://instagram.com/sthelenarec

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Child Care and Development Planning Council: Submitted

Category of Membership for Which You Are Applying

Community Member

Profile

Emily (First Name) | M (Middle Initial) | Alexander (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 1

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

[redacted] (Primary Phone)

Community Resources for Children	Director of Programs	Non-profit Early Education Leadership
Employer	Job Title	Occupation

Education/Experience

Having studied Human Development with an emphasis on Child Development in undergrad, I have always been interested in children and families. I am particularly interested in the macro and micro spheres and how systems can support children with trauma and families undergoing high levels of stress. I worked at a residential treatment center (Hanna Center-Sonoma, CA) for at-risk adolescents for 6 years, transitioning from Youth Counselor to Group Home Coordinator. At Hanna I became acutely aware of the impacts early childhood has on one's growth and development. This experience sparked my passion to intervene with children and families sooner. In my next role at Community Resources for Children (Napa, CA) I was the Family Support Program Manager. This role required strong leadership skills, the ability to understand and implement state level regulations, and developed my current understanding of the Early Childhood Education scope in Napa County. Now as Director of Programs I am more involved with the planning of programs for children in Napa County, strategy for the organization, and community partnerships.

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

Resume

EA_Resume_2025.pdf
Upload a Resume

2025_-_Emily_Alexander_LPC_Recommendation.pdf
Letter of Recommendation or Supplemental Attachments

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

n/a

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

Annalee Colteaux [redacted]- pr[redacted]ue Erika Lubensky [redacted]- current supervisor Jeremiah Presinal [redacted] previous supervisor

Community Participation

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

I wish to serve on the Child Care and Development Planning Council because I want to elevate the voices of subsidized families, family child care homes, and license exempt child care providers. I can bring data and testimony forward on behalf of the community I work with at Community Resources for Children. This population is critical to the child care infrastructure in Napa County. In this role, I will contribute as a liaison, expert, and community member.

Nature of activity and community location

I completed CASA (Court Appointed Special Advocate), Napa training in 2024. I am deeply committed to holistically serving children and families in our community.

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

None

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Emily M Alexander

Date

6/20/2025

County Executive Office
1195 Third Street, Suite 310
Napa, CA 94559

Date: June 13, 2025

I am writing to offer my recommendation for Emily Alexander to serve as a member of the Napa County Child Care and Development Planning Council. Emily is a Program Director at Community Resources for Children whose commitment to the wellbeing of children and families is both inspiring and unwavering. I am confident that her experience, insight, and passion make her an outstanding candidate to contribute meaningfully to the Council's important mission.

Emily possesses a deep and evidence-informed understanding of the critical importance of the early years in a child's development. She is a vocal advocate for children and believes strongly that communities must work collectively to support young families. Her leadership is rooted in compassion, equity, and a vision for systems that uplift and empower all families, particularly those who are most vulnerable.

Before her current role, Emily worked extensively with at-risk adolescents. She brings a trauma-informed, strength-based approach to her work, and consistently demonstrates compassion, strategic thinking, and an ability to build bridges across diverse stakeholder groups.

Emily is eager to be part of the Child Care and Development Planning Council to raise the voices of children and ensure their needs are prioritized in local planning and policy. She understands the role of collaboration in shaping responsive and inclusive child care systems and would be a valuable asset in the Council's efforts to conduct needs assessments, develop comprehensive care plans, and align local funding priorities with community needs.

Thank you for your consideration.

Sincerely,

ERIKA deLubensky

Erika Lubensky
Executive Director
Community Resources for Children
3299 Claremont Way, Suite 1 | Napa, CA 94558-3382

Emily Morgan Alexander
[redacted]

[redacted]

Driven to Make an Impactful Contribution

I am driven to improve the lives of families who need compassion, support, and direction. It is my goal to always do my best in meeting families expectations for care, while also providing them with a strong treatment team. I am eager to lead my team in creating successful treatment plans for youth, by using a Trauma-Informed lens to build rapport and understand client's individual needs. I believe the key to successful work in the human services field is consistent and reliable organizations with strong and steady leadership. As a leader I am present, practice healthy communication and expectations, while developing staff to reach their highest potential.

Employment Experience

Community Resources for Children, Napa CA
Director of Programs 3/2025-Present
Family Support Program Manager 9/2021-2/2025

As Director of Programs, I am responsible for the delivery of all agency programs including Early Learning Programs, Child Care Resource and Referral, Subsidized Child Care, and Business Fundamentals and Child Development Coaching for Child Care Providers. I work closely with the executive leadership team to manage program budgets, deliver on the strategic plan of the organization, and advocate for early education by participating in collaborative community partnerships.

As Family Support Program Manager, I am responsible for oversight of all subsidized childcare contracts. Contract oversight includes managing an annual budget of approx. $4 million, strategizing maximum program enrollment, and staying privy to all changes in legislation that impact program requirements. I work closely with California Department of Social Services, Child Care and Development Division to establish case management protocols in line with their Funding Terms and Conditions. My role entails onboarding and training new case managers, compiling and submitting on time monthly data reports to our State and County partners, and processing accurate payments to child care providers. I have successfully submitted clean fiscal audits and state and federal reviews.

Hanna Boys Center, Sonoma CA
Group Home Coordinator 7/2019-Present
Lead Youth Counselor 8/2015-6/2019

As Group Home Coordinator, I serve as a role model and team leader. I oversee the training, treatment plans, and safety protocols for my staff and residents. This role requires constant communication with my team to provide consistency for clients, create a safe environment, and implement Trauma Informed practices. Also key to my role, is keeping stakeholders abreast of important changes and/or events at the cottage. My responsibilities include staff scheduling, training new Youth Counselors, overseeing cottage maintenance, and balancing the cottage fiscal budget. My ability to multi-task, prioritize, and provide quick thoughtful decision making has been a tremendous asset to my success in this role. I am experienced in effectively implementing COVID-19 safety protocols in the residential care workplace.

Emily Morgan Alexander
[redacted]

As a Lead Youth Counselor, I have built caring relationships with youth while providing supervision to their daily living environment. I work to provide consistent care and discipline, teach social skills, and support conflict resolution through Restorative Practices. I plan extra-curricular activities and guide the daily experiences of the residents. I manage and distribute medications, provide written client assessments and incident reports. As required by residential care authorities I perform and practice emergency procedures with the clients.

Accomplishments, Trainings, and Certifications

2024

Neurosequential Model of Reflective Supervision

- Parent-Infant & Child Institute 6 month bootcamp learning and practical application of reflective supervision

2019

Classroom-Community-Culture-Based Intervention Program

- Successfully implemented weekly after school program for residents, following the guidelines from the International Trauma Center. Trained staff to understand the theories of CBI (Attachment, Trust, Resiliency, Renewal) and lead activities (Song, Art, Dance, Story).

Restorative Practices Training

- Regularly lead group circles to strengthen relationships between youth, familiar with the fundamentals of restorative practices as a method of conflict resolution. Train my staff in feeling confident running circles on their own.

2017

Direct Care Staff of the Year Award, Hanna Boys Center

- "*She cares deeply about the kids, she takes every opportunity there is to learn, she pitches in and helps kids and her co-workers whenever necessary...she has this ability to lift up the people around her.*" (Excerpt from the award speech by the Hanna Boys Center, CEO). This award was given to a few chosen HBC staff members in recognition of their contributions and commitment to our clients.

Columbia-Suicide Severity Rating Scale Training

- Trained on suicide ideation, definitions and prompts

Valley of the Moon Children's Home 'Staff Workout'

- Facilitated break out groups for brainstorming changes in organizational goals and becoming a more aligned organization.

2016

Nonviolent Crisis Intervention by Crisis Prevention Intervention (CPI)

- Understanding how to identify behavior levels that contribute to the development of a crisis and corresponding staff approaches for crisis intervention

[redacted]

International Trauma Center, Clinical-School-Residential-Agency & Community-Based Response to Trauma

- Psychological First Aid for Residential Treatment & Somatocognitive Approaches for Trauma Informed Care
- Skills for Psychological Recovery- Trauma Informed Care

Education & Community Work

CASA, Napa, CA. Court Appointed Special Advocate for children that are dependents of Napa County. (2024)

California State University East Bay, Hayward, CA. Degree: Bachelor of Arts in Human Development, (2022)

Capistrano Valley High School, Mission Viejo, CA, Diploma, (2010)

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1173

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Reappointments and appointments to the Napa/Solano Agency on Aging Advisory Council

RECOMMENDATION

Reappoint Anne Payne and Lynne Baker as Napa County representatives and appoint Michelle Marin, Linda Giglio, and Cathleen Wagner as Napa County representatives and Kristi Morrow as Napa County Alternate 2 to the Napa/Solano Agency on Aging Advisory Council. The terms of office are to commence immediately and expire on June 30, 2027. (No Fiscal Impact)

BACKGROUND

There are currently six openings on the Napa/Solano Agency on Aging Advisory Council due to term expirations and vacancies. The County Executive Office advertised the vacancies and received two reappointment requests from Anne Payne, for a third term, and Lynne Baker, for a second term, and applications from Michelle Marin, Linda Giglio, Cathleen Wagner, and Kristi Morrow.

On August 28, 2018, the Napa County Board of Supervisors approved a joint application with Solano County to form a new Area Agency on Aging for Planning Service Area 28. Subsequent to that, both counties appointed representatives to the Oversight Board and conducted a recruitment for members for the federally-mandated advisory council. The Advisory Council members were appointed on April 23, 2019.

The advisory council is required to represent the senior population in respect to ethnic and racial distribution in Napa and Solano counties. In addition, the following categories must be represented among the eight Napa representatives and the eight Solano representatives:

1. Older persons, including minority Individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
2. Representatives of older individuals;

3. Representatives of health care provider organizations, including providers of veterans' health care;
4. Representatives of supportive services providers organizations;
5. Persons with leadership experience in the private and voluntary sectors;
6. Local elected officials;
7. Family caregiver representative; and
8. The general public.

Requested Action:

Reappoint Anne Payne and Lynne Baker and appoint Michelle Marin, Linda Giglio, Cathleen Wagner, and Kristi Morrow to the Napa/Solano Agency on Aging Advisory Council.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 4, 2025

Lynne Baker
[redacted]
Napa, CA 94588
[redacted]

Re: **Napa/Solano Area Agency on Aging Advisory Council**

Dear Lynne:

You have been a valued member of the **Napa/Solano Area Agency on Aging Advisory Council** representing **Napa County**. The term of your position expires on June 30, 2025. If you wish to request reappointment for a 2-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa/Solano Area Agency on Aging Advisory Council for the term commencing immediately and expiring June 30, 2027.

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

==========

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

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

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

http://ca-napacounty.civicplus.com/1420/Committees-Commissions

After checking the appropriate boxes, sign and date on the lines below and return this letter to the County Executive Office by mail or email no **later than Friday, June 13, 2025.**

Lynne Baker
SIGNATURE

6/28/2025
DATE

February 7, 2023

To: Elaine Clark
Executive Director
Napa Solano Area Agency on Aging
275 Beck Ave
Fairfield, CA 94533

From: Lynne Baker
[redacted]
Napa, CA 94558
[redacted]

RE: Application for membership on Napa/Solano Area Agency on Aging Advisory Council

Alan Werblin, my colleague for many years, encouraged me to submit my application for the advisory council as a representative for Napa County. I am pleased to do so.

I also understand the following:

- There is an immediate opening on the council and there is an upcoming opening (June).
- There is a need for greater diversity on the council, in which case, rather than serving on the council, I would be willing to explore my contacts from the Latino community and encourage their application.

Thank you for your leadership and for all the excellent work done by the agency.

A Tradition of Stewardship
A Commitment to Service

NAPA / SOLANO AREA AGENCY ON AGING

275 Beck Avenue, Fairfield, CA 94533

Application for Membership on Napa/Solano Area Agency on Aging Advisory Council
(Feel free to attach a resume or curriculum vitae (CV))

Federal and State laws mandate the composition of the Area Agency on Aging (AAA) Advisory Council. The application questions are designed to ensure the legal composition of the Advisory Council.

Name: Lynne Baker

Date of Birth: [redacted]
Month Date Year

Please indicate which county you are applying to represent:

☑ Napa County ☐ Solano County

Please indicate your membership preference:

☐ Primary Representative ☐ Alternate Representative ☑ No Preference

Please indicate the category for which you are applying and your category affiliation (if applicable):

☐ Representatives of older individuals

☐ Representative of health care provider organizations, including providers of veterans' health care

Health care organization affiliation: _____

☐ Representatives of supportive services provider organizations.

Supportive Services organization affiliation: _____

☐ Persons with leadership experience in the private and voluntary sectors.

Leadership experience (resume or CV may be attached): _____

_____

_____

_____

☐ Local elected officials

Elected position: _____

Term of Office: _____
Term Start Date Term End Date

☐ Family caregiver representative

☑ The general public.

Please indicate your race and ethnicity:

☑ White ☐ Hispanic ☐ Asian ☐ Black

☐ Native Hawaiian/Pacific Islander ☐ American Indian ☐ Other: _____

Residence Address: [redacted] Napa, CA 94558

Business Address: _____

Phone Numbers: Home: [redacted] Business: _____

Mobile: [redacted] E-mail Address [redacted]

Supervisorial District in which you reside: ☑ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The following links can be used as a reference for Supervisorial District information:

Solano County:

http://www.solanocounty.com/depts/rov/district_maps_and_lookup/districtlookup.asp

Napa County (select "My District" from the link below):

https://www.countyofnapa.org/2116/Board-of-Supervisors

The Advisory Council meets monthly on the first Tuesday of the month. Meetings are held from 10:00 am – 12:00 noon. Meeting locations are in Napa and Solano Counties. Members may be asked to attend quarterly meetings of the AAA Oversight Board and monthly subcommittee meetings. Please indicate any obstacles you may have with regard to meeting attendance (example: "I am not able to meet on Mondays or Wednesdays"):

_____

Memberships in other organizations or committees or other community participation (list name and address and nature of organization/committee or community participation):

See attached resume

Please provide a brief description of your employment and educational history (resume or CV may be attached):

See attached resume

References (list 3):

Name	Relationship	Phone Number
Ben Covone	Neighbor	[redacted]
Priscilla Silvey	Colleague	[redacted]
Alan Werblin	Colleague	[redacted]

Why do you want to serve on the Advisory Council?:

I believe my professional experience, community engagement and interest in the welfare of older persons - in addition to my own years and personal experiences - can be of help to others who are trying their best to assure that the later years of our lives are as fulfilling as the early years.

Napa Applicants: please list all court or other public administration actions impacting your credit rating within the past 10 years: None

Applicant signature: Lynne Baker (electronic) Lynne Baker Date: 2/7/2023

Lynne Baker, RN, MS
[redacted] • Napa. CA 94558
Business/Mobile: [redacted] • Residence: [redacted]

Experience:

Kaiser Permanente Employment:

10/00 – 06/12	Director of Nursing Practice. The Permanente Medical Group – Retired June 2012 As part of administrative team, guide and define nursing practice, identify and interpret the scope of practice. Represent the TPMG Ambulatory Nursing perspective at all levels of the organization. Manage the operations of the ambulatory care nursing service. Serve in a leadership capacity on the Ethics Committee (since 1986) and the Diversity Council.
5/98 – 10/00	Project Manager/Team Consultant, Adult Primary Care Redesign; Chronic Conditions Management Worked with physicians, staff and leadership to implement a new approach to the delivery of primary care services in the Napa-Solano service area and evaluated its impact. Created, delivered, monitored and evaluated learning activities. Coached and mentored physician team leaders. Oversaw implementation and evaluation of Chronic Conditions Management program, including budget planning and analysis and quality outcomes.
1/98 – 5/98	Clinical Analyst and Training Lead APC Rel 1.0, NCSD In collaboration with APC Rel 1.0 Pilot Staff, revised training plan; revised and prepared training materials for three products; wrote facilitator materials; created Education and Training rollout schedule for Clinical Information Systems project.
1996 --1998	Change Manager for Redesign Initiatives, North East Bay Worked with facility and project leadership to plan and execute two major redesign efforts: 1996, Combined pilot for New Practice Models, Member Focused Care, Clinical Information Systems/Distributed Computer Infrastructure; 1997, Adult Primary Care (APC) Redesign, Appointment and Advice Service Center, APC Rel 1.0.
1987 – 1996	Director, Educational Services, Napa-Solano Service Area Consistently provided learning activities linked to the achievement of organizational goals for physician, professional and technical staff at all levels. Established an E&T department known for its spirit of collaboration and innovation. First in region to initiate PBDS (competency-based assessment). Initiated one of the first computer learning centers in the region. Established a satellite learning center for hospital nursing which brings learning activities to "customers" where they work. Established Kaiser as a major player in the Solano County Education & Business Alliance.
	Additional experience at request

Non-Kaiser Employment:

2013 -- 2016	Partnership HealthPlan of California (PHC), Facility Site Reviewer. Responsible for full site review, including medical records (both hard copy and electronic) in accordance with California Department of Health Services Medi-Cal Managed Care criteria. Responsible for mentoring other nurses new to the review process, submitting documentation to PHC and follow-up with clients pertinent to corrective action plans
1990 – 2020	Faculty member, St. Mary's College, Moraga, CA. Instructional area: Ethics, leadership and health administration
1982 – 1994	Faculty Member, American River College, Sacramento, CA, Department of Behavioral Sciences
	Additional experience at request

Licensure and Certification:

California Board of Registered Nursing, RN License # 163333, Exp. 7/23
Lifetime Credential, Community Colleges of California, # 11-6-BAK-002

Education:

MS, Health Services Admin, St. Mary's College, Moraga, CA
BA, Health Services Admin, St. Mary's College, Moraga, CA
RN, St. Patrick School of Nursing, Missoula, MT

Professional Affiliation:

American Academy of Ambulatory Care Nursing
American Nurses Association/California
Sigma Theta Tau, Alpha Eta Chapter

Professional Development and Special Assignments:

Numerous activities related to CQI, systems thinking, facilitation, team development, consultation, ethics, clinical practice, research (awarded innovation grants, 1990, 1992), service excellence, redesign and regulatory review

Author: Certification Review Program, Nursing Administration. American Nurses Credentialing Center (ANCC), 2003.

Addendum

Volunteer Experience:

2012 – present Kaiser Permanente Napa Solano Service Area
I now serve on the Ethics Committee as one of two community members. I served on the Ethics Committee in my professional capacity while employed by KP. I helped establish the committee in 1986 as part of KP's regional initiative, conducted on-going education, collaborated with leadership, participated in consultations and counseled staff, patients and families throughout my tenure.

2013 – 2016 Sing Napa Valley (Community Chorale), Board of Directors
Served as secretary, re-designed website, created organizational structure, by-laws, guidelines, promoted events, co-designed promotional materials, arranged for electronic ticketing system (Brown Paper Tickets), helped secure venues for programs. I was asked to fill the role of secretary in order to better structure the business of the organization not because of any musical background, of which I have none.

2013 – present St. John the Baptist Catholic Church, Parish Pastoral Council
Serve as secretary for the council. Work closely with clergy and PPC chairperson. Established guidelines and by-laws for the group, which are now seen as prototypes for other parishes within the far-reaching Diocese of Santa Rosa. Appointed by the pastor as part of the inaugural group for the new PPC following several years during which the parish had no sitting council.

2014 – present Napa Climate Now/350 Bay Area
Serve as co-chair and archivist for the group. Serve on steering committee, issue committees and ad hoc groups. Meet with elected representatives at local, county, state and federal level. Arrange for, assist with and present community education programs. Conduct background research for various topics. Prepare agendas for General Action Group meetings and annual retreat.

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

June 4, 2025

Anne Payne
[redacted]
American Canyon, CA 94503
[redacted]

Re: **Napa/Solano Area Agency on Aging Advisory Council**

Dear Anne:

You have been a valued member of the **Napa/Solano Area Agency on Aging Advisory Council** representing **Napa County**. The term of your position expires on June 30, 2025. If you wish to request reappointment for a 2-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Mental Health Board for the term commencing immediately and expiring June 30, 2027.

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

==========

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

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

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

http://ca-napacounty.civicplus.com/1420/Committees-Commissions

After checking the appropriate boxes, sign and date on the lines below and return this letter to the County Executive Office by mail or email no **later than Friday, June 13, 2025.**

E Anne Payne
SIGNATURE

June 28, 2025
DATE

A Tradition of Stewardship
A Commitment to Service

275 Beck Avenue, Fairfield, CA 94533

Application for Membership on Napa/Solano Area Agency on Aging Advisory Council
(Feel free to attach a resume or curriculum vitae (CV))

Federal and State laws mandate the composition of the Area Agency on Aging (AAA) Advisory Council. The application questions are designed to ensure the legal composition of the Advisory Council.

Name: Elizabeth "Anne" Payne

Date of Birth: [redacted]
Month Date Year

Please indicate which county you are applying to represent:

☒ Napa County ☐ Solano County

Please indicate your membership preference:

☒ Primary Representative ☐ Alternate Representative ☐ No Preference

Please indicate the category for which you are applying and your category affiliation (if applicable):

☒ Representatives of older individuals

☐ Representative of health care provider organizations, including providers of veterans' health care

Health care organization affiliation: _____

☐ Representatives of supportive services provider organizations.

Supportive Services organization affiliation: _____

☐ Persons with leadership experience in the private and voluntary sectors.

Leadership experience (resume or CV may be attached): _____

_____

_____

_____

☐ Local elected officials

Elected position: _____

Term of Office: _____
Term Start Date Term End Date

☐ Family caregiver representative

☐ The general public.

Please indicate your race and ethnicity:

☒ White ☐ Hispanic ☐ Asian ☐ Black

☐ Native Hawaiian/Pacific Islander ☐ American Indian ☐ Other: _____

Phone Numbers: Home: _____ Business: _____

Mobile: [redacted] E-mail Address: _____

Supervisorial District in which you reside: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5

The following links can be used as a reference for Supervisorial District information:

Solano County:

http://www.solanocounty.com/depts/rov/district_maps_and_lookup/districtlookup.asp

Napa County (select "My District" from the link below):

https://www.countyofnapa.org/2116/Board-of-Supervisors

The Advisory Council meets monthly on the first Tuesday of the month. Meetings are held from 10:00 am – 12:00 noon. Meeting locations are in Napa and Solano Counties. Members may be asked to attend quarterly meetings of the AAA Oversight Board and monthly subcommittee meetings. Please indicate any obstacles you may have with regard to meeting attendance (example: "I am not able to meet on Mondays or Wednesdays"):

_____

Memberships in other organizations or committees or other community participation (list name and address and nature of organization/committee or community participation):

Soroptimist of American Canyon
11 C Loco Way American Canyon 94503
Support/Scholarships/Isolation for Women & Girls

Please provide a brief description of your employment and educational history (resume or CV may be attached): 2017-2020 Barcelon Associates - Director of Resident Services
2014-2016 - Memory Care Director Brookdale Senior Living
2010-2014 Area Agency on Aging - Napa/Solano Direct Services Supervisor

References (list 3):

Name	Relationship	Phone Number
Kristin Einberger	Friend	[redacted]
Melissa Lamagdina	Friend	[redacted]
Janelle Sellick	Friend	[redacted]

Why do you want to serve on the Advisory Council?: Working with seniors has always been my passion. I feel that this population gets dismissed and forgotten and I want to be an advocate/voice for those that need one.

Napa Applicants: please list all court or other public administration actions impacting your credit rating within the past 10 years: n/a

Applicant signature: [signature] Date: 3/11/2022

NAPA / SOLANO AREA AGENCY ON AGING

275 Beck Avenue, Fairfield, CA 94533

A Tradition of Stewardship
A Commitment to Service

Application for Membership on Napa/Solano Area Agency on Aging Advisory Council
(Feel free to attach a resume or curriculum vitae (CV))

Federal and State laws mandate the composition of the Area Agency on Aging Advisory Council.

The application questions are designed to ensure the legal composition of the Advisory Council.

Name: Michelle Marin

Date of Birth: [redacted]
Month Date Year

Please indicate which county you are applying to represent:

☒ Napa County ☐ Solano County

Please indicate your membership preference:

☒ Primary Representative ☐ Alternate Representative ☐ No Preference

Please indicate the category for which you are applying and your category affiliation (if applicable):

☒ Representatives of older individuals

☐ Representative of health care provider organizations, including providers of veterans' health care

Health care organization affiliation: _____

☐ Representatives of supportive services provider organizations.

Supportive Services organization affiliation: _____

☐ Persons with leadership experience in the private and voluntary sectors.

Leadership experience (resume or CV may be attached): Major, USAFR
Area 4 Board on Developmental Disability - chairperson
UCSF School of Nursing - instructor, supervisor students

☐ Local elected officials

Elected position: _____

Term of Office: _____
Term Start Date Term End Date

☐ Family caregiver representative

☒ The general public.

Please indicate you race and ethnicity:

☒ White ☐ Hispanic ☐ Asian ☐ Black

☐ Native Hawaiian/Pacific Islander ☐ American Indian ☐ Other: _____

Residence Address: [redacted] American Canyon

Business Address: _____

Phone Numbers: Home: [redacted] Business: _____

Mobile: [redacted]

Supervisorial District in which you reside: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5

The following link can be used as a reference for Supervisorial District information:

https://www.solanocounty.com/depts/rov/district_maps_and_lookup/district_maps.asp

It is anticipated that the Advisory Council will meet monthly. Dates and meetings locations will be determined by the Advisory Council. Additionally, Advisory Council members may be asked to attend quarterly meetings of the Area Agency on Aging Oversight Board. Please indicate any obstacles you may have with regard to meeting attendance (example: "I am not able to meet on Mondays or Wednesdays"):

None

Memberships in other organizations or committees (list name and address):

Kiwanis- American Canyon (pres- Scott Meyer & zmfisherman@sbcglobal.net)

Napa County Medical Reserve

CubScouts - Summer Camp Nurse

Please provide a brief description of your employment and educational history (resume or CV may be attached): See attached

References (list 3):

Name	Relationship	Phone Number
Joan Bennett	friend	[redacted]
Donna Livingston-Fitch	friend	[redacted]
Loree Skidmore FNP	former coworker	[redacted]

What do want to serve on the Advisory Council?: I am a retired Senior with time to put more involvement in Community Services. I have been a provider of medical care and provided my Mother care in her final years. I have much to learn but I have the interest in Seniors and those with disabil. ties

Applicant signature: Michelle Mayo Date: 1/15/24

Michelle M. Marin
[redacted],
American Canyon CA 94503
[redacted]
[redacted]

Education

Bachelors of Science in Nursing, University of San Francisco 1981

Masters of Science in Nursing, University of California San Francisco (UCSF)1989

Focus in Oncological Nursing and Adult Primary Care

Experience

Canyon Manor Mental Healthy Rehabilitation Center, Novato CA

June 2014 to August 2023 Adult Nurse Practitioner

Provide acute and chronic medical care to severely mentally ill adults.

Supervise student nurse practitioner students.

Work collaboratively with nursing, social service, appointment schedulers and dietary staff.

UCSF School of Nursing Progress Place, Napa CA

2006-2013 Adult Nurse Practitioner

Complete history & physical exams, administered TB tests for mentally ill clients in short term setting

Kaiser Permanente Napa-Solano Region

1997-2013 Adult Nurse Practitioner Per Diem

Provided acute adult medical care in medical clinics.

Veteran's Administration Mare Island, Vallejo CA

2003-2009 Adult Nurse Practitioner (Contract-part time)

Completed compensation and pension exams

Queen of the Valley WORKHEALTH clinic, Napa CA

1999-2006 Adult Nurse Practitioner (part time)

Completed pre-employment physical examinations

Evaluated, diagnosed and treated client's work -related illnesses and injuries

Veteran's Administration Santa Rosa Medical Clinic, CA

1996--1997 Adult Nurse Practitioner

Provided primary and urgent care to military veterans in newly established satellite clinic

Supervised nursing staff

UCSF School of Nursing Department of Community Health San Fransisco, CA

1995-1996 Assistant Clinical Professor

Taught variety of clinical topics to 40 nurse practitioner students

Instructed, supervised and evaluated eight students in their clinical settings,

UCSF Medical Clinics, San Francisco, CA

1989-1996 Adult Nurse Practitioner

Provided primary and urgent care to variety socioeconomic and ethnic backgrounds.

Supervised nurse practitioner students in clinic

San Francisco Home Care, San Francisco CA

1986-1988 RN

Coordinated, planned and provided care to home bound clients.

Supervised nursing care. Managed oxygen therapy, intravenous treatments, venous access devices and treatment regimens.

United States Air Force Reserves, 349 Aeronautical Evacuation Squadron, Travis AFB CA

1977-1997 Flight Nurse (RN), Major

Provided, directed and supervised nursing care aboard military aircraft.

Administered flight evaluations to squadron nurses

Officer in Charge of Medical Supply, directed staff ordering supplies, packing of flight kits, and care of medical devices.

Officer in Charge of Flight Scheduling-directed the coordination and scheduled flight training and examinations for all squadron members.

Activated during Desert Storm 1990

San Fransico General Hospital Ward 86 Oncology/HIV Clinic, San Francisco, CA

1984-1987 RN

Triaged clients for urgent medical care needs

Worked collaboratively with medical staff ensuring best client care

Administer chemotherapy, blood, and intravenous fluids.

Educated clients on their illness and treatments, -

UCSF Moffitt Hospital, Pediatric Ward, San Francisco, CA

1981-1984 RN

Provided direct patient care for all aged of pediatric patients with complex health problems

Assisted in implementing the American Red Cross Modular CPR program and trained the initial core of instructors.

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa Solano Agency on Aging Advisory Council: Submitted

Category of Membership for Which You Are Applying

Napa County Representative

Profile

Linda (First Name) | (Middle Initial) | Giglio (Last Name)

[redacted] (Email Address)

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

Calistoga (City) | CA (State) | 94515 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted] (Primary Phone)

N/A	N/A	N/A
Employer	Job Title	Occupation

Education/Experience

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

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Anne House: [redacted]; Brenda Carlson: [redacted]; Lawrence Chyall: [redacted]

Community Participation

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

I've worked with the elderly for many years and now I guess I am one! I believe that my 31 years as a hospice volunteer would provide unique insight into issues related to aging. As a volunteer, I've been in and out of many facilities including hospitals, board & care, memory care, life care communities and the Veteran's Home

Nature of activity and community location

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

I have been a volunteer with Providence Hospice (formerly Napa Valley Hospice and Collabria Hospice) since 1994.

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Linda Giglio

Date

6/12/2025

Submitted values are:

Advisory Council Application

Name
Cathleen Wagner

Date of Birth
[redacted]

Street Address (Home)
[redacted]

City
Napa

State
CA

Zip Code
94558

Cell Phone
[redacted]

Personal Email
[redacted]

Business Email
cmwagner860@gmail.com

Please indicate which county you are applying to represent:
Napa County

Please indicate your membership preference:
No Preference

Please indicate your race and ethnicity:
White

Memberships in other organizations or committees or other community participation (list name and address and nature of organization/committee or community participation):
I currently am in the presidency of our Church's women's group. We have approximately 500 women in our congregation. I work with three other women and our duties consist of helping to provide any relief that these women might need with regards to spiritual and physical needs. During covid I spent hours working in the food bank and administering vaccines in the community. I volunteer in the community (when asked) at various events. Most recently I unboxed items for placement in the Adobe housing units. I also volunteer at a young women's camp each summer for a week and either lead hikes or serve as the camp nurse.

Please provide a brief description of your employment and educational history (you can also upload your resume or CV)
I earned both my AS and BS from Brigham Young University (1978) and am currently retired from working at Kaiser Permanente as a Hospice RN. I worked for 15 years as a Hospice RN, previous to that i worked in the GI setting in special procedures and before that I worked in a private physician's office in the Napa community. Prior to that I worked pediatrics, med/surg, and the Intensive care units.

Name
Peggy Smith

Relationship
Friend and co-worker

Phone Number
[redacted]

Name
Kelly Cottrell

Relationship
Friend and co-worker

Phone Number
[redacted]

Name
Virginia Oveson

Relationship
Friend

Phone Number
[redacted]

Why do you want to serve on the Advisory Council?
Offer any input that i might have concerning the needs of the Napa-Solano communities that I know from my experience as a public health/hospice nurse.

Applicant's Signature

Advisory Council Application

Name
Kristi Morrow

Date of Birth
[redacted]

Street Address (Home)
[redacted]

City
Napa

State
CA

Zip Code
94559

Cell Phone
[redacted]

Home Phone
[redacted]

Personal Email
[redacted]

Business Email
[redacted]

Please indicate which county you are applying to represent:
Napa County

Please indicate your membership preference:
Primary Representative

Please indicate the category for which you are applying and your category affiliation (if applicable):
Representative of health care provider organizations, including providers of veterans' health care, Local elected officials

Health care organization affiliation:
Meadows of Napa Valley Skilled Nursing and RCFE

Elected position
Commissioner for Napa County Commission on Aging

Term Start Date
11/2022

Term End Date
Renewed 11/2024

Upload Resume or CV

KMorrow NHA Resume 2024.pdf138.11 KB

Please indicate your race and ethnicity:
White

Supervisorial District in which you reside
2

Please indicate any obstacles you may have with regard to meeting attendance (example: "I am not able to meet on Mondays or Wednesdays"):
Limited Tuesday availability (must plan for in advance) and I am unable to meet the 4th Monday of every month and the 3rd Wednesday of every month

Memberships in other organizations or committees or other community participation (list name and address and nature of organization/committee or community participation):
LeadingAge

Please provide a brief description of your employment and educational history (you can also upload your resume or CV)
Please refer to resume; I have worked in the senior services space for 13+ years doing everything from grant writing/management to project management for senior facility expansions to operating a skilled nursing facility most recently.

Name
Marc Frankenstein

Relationship
Commission on Aging Chair

Phone Number
[redacted]

Name
Mary G. Palmer

Relationship
Commission on Aging Former Chair

Phone Number
[redacted]

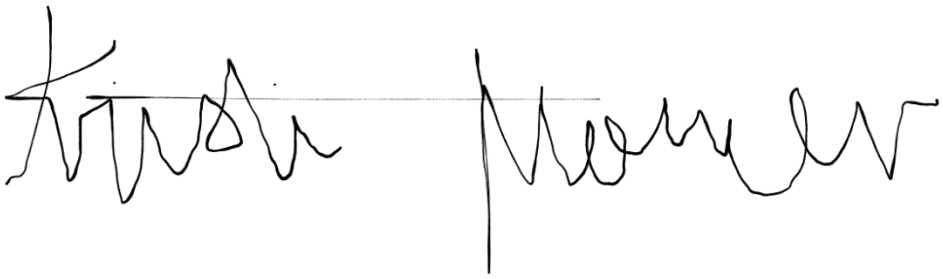
Name
Wayne Panchesson

Relationship
Executive Director Meadows of Napa Valley

Phone Number
[redacted]

Why do you want to serve on the Advisory Council?
I'd like to have a better understanding of the services and resources available in the community while advocating/shedding some light on needs facing those I serve.

Applicant's Signature



Name
Kristi Morrow

Date
12/17/24

Kristi Morrow

Napa, CA 94558 | [redacted]

CORE COMPETENCIES

Team Player | Self-Motivated | Detail Oriented | Adaptable | Organized | Persistent | Complex Problem-Solver
Turns Confrontation into Opportunity | Collaborative | Loyal | Efficient | Strong Communicator | Versatile
Skilled in using ADP, Answers on Demand, Good Data, EPIC, MatrixCare, PointClick Care, & Workday (Electronic Health Record, Payroll, and Data Management Systems) | Skilled in utilizing Microsoft Operating Platforms
Project Manager | Skilled in Project Planning & Scheduling | Budget Planning Task Management & Delegation
Experienced in Quality Assurance & Improvement | Data Analysis | Healthcare & Senior Living Domains Knowledge

PROFESSIONAL EXPERIENCE

ADMINISTRATOR AT THE MEADOWS OF NAPA VALLEY

Pacific Retirement Services, Napa, CA (04/2019 – Present)

Manage all systems and operations within the Health Center program while maintaining compliance with all applicable California Department of Public Health regulations, federal laws, and community policies and procedures.

- Plan, organize and direct department resources in the form of an annual budget of $600,000. Manage resources to ensure objectives are achieved while satisfying stakeholders.
- Ensure consistency and quality in the delivery of services by developing policies, procedures, and programs in alignment with local, state, and federal guidance on an ongoing basis.
- Manage department workforce of 65+ individuals. This includes but is not limited to monthly trainings, annual evaluations, disciplinary actions, coaching, hiring, and scheduling.

START-UP PROJECT MANAGER AT THE MEADOWS OF NAPA VALLEY

Pacific Retirement Services, Napa, CA (02/2018 – 10/2019)

Project management role responsible for managing all aspects of expansion development. Proactively coordinated communications between stakeholders. Author of operational policies, procedures, and programs in conjunction with local health and human services departments and state Resident Care Facility for the Elderly (RCFE) mandates.

- Expanded, improved, and developed service contracts for the community; this included linen services throughout the campus and fitness instruction for the Wellness Program.
- Developed/implemented staffing ramp-up to hire 45+ personnel to stabilize services for 92 additional families within the community over an eight-month period.
- Authored programming, policies, schedules, and newsletters for a new Wellness Program at community with the expansion of the campus and new construction of a state-of-the-art Fitness and Aquatic Center.
- Innovated and executed a marketing program to integrate existing residents into the new population, and to further engage depositors and potential buyers until construction completion.

SENIOR PROJECT MANAGER AT TRINITY TERRACE RETIREMENT

Pacific Retirement Services, Fort Worth, TX (09/2016 – 02/2018)

Project management role responsible for managing all aspects of expansion development and renovations to existing campus. Proactively coordinated communications between stakeholders. Point person for obtaining license to operate and occupy newly constructed Assisted Living and Memory Support Center. Author of operational policies, procedures, and programs in conjunction with local health and human services departments and state mandates.

- Obtained licensure, and stabilization for 15-bed Memory Care, and 17-bed Assisted Living at Life Plan Community.
- Expanded, improved, and developed service contracts for the community expansion; this included contracts for salon services, linen services, pest control, and landscaping.
- Developed/implemented staffing ramp-up to hire 60+ personnel to stabilize services for 78 additional families within the community over six months.
- Obtained occupancy for newly constructed 19 story residential facility and moved families into 75% of the 78 new apartments upon relocation to Napa, CA project.

PROFESSIONAL EXPERIENCE, CONTINUED

ADMINISTRATOR IN TRAINING

Pacific Retirement Services, Medford, OR (05/2015 – 09/2016)

Practiced and advanced leadership/management abilities by working hands-on and collaboratively with employees across 13 Continuing Care Retirement Communities. Evaluated and enhanced procedures and processes for regulatory compliance/competence in the provision of resident-centered care, HR practices, and financial stewardship. Planed, implemented, and coordinated employee and resident surveys, standardization of systems, and educational seminars.

- Promoted the company and increased efficiency by assisting with a variety of tasks across all departments.
- Arranged meetings and helped community leadership to develop strategic plans and steps for achievement.
- Created an accurate database of training and materials for communities to utilize while also establishing a corporate standard training program for 13 campuses across Oregon, California, Texas, Washington, and Wisconsin.

ASSISTANT DIRECTOR FOSTER GRANDPARENT PROGRAM & RSVP

Community Volunteer Network (CVN) of Pacific Retirement Services, Medford, OR (10/2011 – 05/2015)

Educated and enforced guidelines/policies of the Corporation for National and Community Service and CVN to staff and future/current volunteers; planned/scheduled volunteer assignments with station staff; and cultivated new partnerships. Oversaw direct volunteer benefits including stipends, mileage, meal, and physical exam reimbursements. Wrote federal, state, and local grants and crafted innovative fundraising activities to secure budget.

- Planned strategic development for programs and funding annually with eight-member board of directors and executive director.
- Conducted annual reviews and reports regarding volunteer service impact and $600K in grant money allocation.
- Established and developed relationship with the City of Medford for Community Block Development Grant of $15K per year.
- Established and developed relationship with Anna May Family Foundation for local grant of $10K annually.

OTHER EXPERIENCE

- **Sales Assistant/Receptionist**, KDRV NewsWatch 12/Chamber Communications, Medford, OR
- **Sales Associate and Cash Handler**, Old Navy, Medford/Eugene, OR

COMMUNITY INVOLVEMENT & PROFESSIONAL DEVELOPMENT

- Residential Care for the Elderly Administrator (California) | 12/2022 – present
- Commissioner, Commission on Aging, Napa, CA | 11/2022 – present
- Nursing Home Administrator (California) | 5/2022 – present
- CPR, AED, and First Aid Certified | 2018 – present
- Leadership Academy, Pacific Retirement Services, Medford, OR | 05/2018 – 3/2019
- Member, Junior League, Fort Worth, TX & Napa, CA | 09/2016 – 3/2019
- Commissioner, Medford Parks & Recreation, Medford, OR | 04/2015 – 10/2016
- Leadership Academy Fellow, LeadingAge Oregon, Portland, OR | 09/2015 – 09/2016
- Licensed Nursing Home Administrator (Oregon) | 2016 – present
- Certified HIPAA Professional (HIPAA Academy) | 2016 – present
- MDS 3.0: Resident Assessment Instrument Comprehensive Training | 2015

EDUCATION

MBA, Healthcare Management March 2021

Western Governors University, Salt Lake, UT

Bachelor of Arts, Political Science/Spanish/Business Administration March 2010

University of Oregon, Eugene, OR

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1242

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointment to the In-Home Supportive Services Advisory Committee

RECOMMENDATION

Appoint Dana Garcia representing Provider of IHSS to Family Member or Non-Family Member category to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2027. (No Fiscal Impact)

BACKGROUND

There are currently seven openings on the In-Home Supportive Services Advisory Committee due to term expirations and resignations. The County Executive Office advertised the openings and received one application from Dana Garcia.

The Napa County In-Home Supportive Services (IHSS) Advisory Committee is tasked with reviewing the overall IHSS program and providing ongoing advice and recommendations to the IHSS Public Authority's governing board regarding the delivery and administration of in-home supportive services, pursuant to Welfare and Institutions Code Section 12301.4. In addition, the IHSS Advisory Committee serves as a communication channel for the community's input. The IHSS Advisory Committee consists of nine (9) members:

- Five (5) members who are past or present users of IHSS, or Personal Assistance Services, paid for through public or private funds;
- Two (2) members who are current or former providers of IHSS to a family member or non-family member;
- One (1) member who has been appointed by, and is a current member of, the Napa County Commission on Aging; and
- One (1) member of the community with involvement and demonstrated interest in the IHSS program.

Requested Action:

Appoint Dana Garcia to the In-Home Supportive Services Advisory Committee.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County In-Home Supportive Services (IHSS) Advisory Committee: Submitted

Category of Membership for Which You Are Applying

IHSS Worker

Profile

Dana (First Name) | (Middle Initial) | Garcia (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 4

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

[redacted] (Primary Phone)

Share the Care	Programs Manager	Oversees multiple related projects within an organization
Employer	Job Title	Occupation

Education/Experience

Caregiver since 2005 IHSS caregiver since 2008 Worked with older adults since I was 13.

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

N/A

Resume

DG_Resume2025.pdf
Upload a Resume

DG_Letter_of_Recommendation_2025.pdf
Letter of Recommendation or Supplemental Attachments

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

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

Sherri Campbell [redacted] Heather Luna [redacted] Karly Michie [redacted]

Community Participation

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

I would like to be on the advisory board because I feel like I can contribute knowledge as a caregiver/IHSS worker. I love working with older adults and helping them find ways to succeed and thrive in their environments.

Nature of activity and community location

I served on the Napa Junior Girls softball board for 5 years as a secretary. I served on the Napa Valley Fast Pitch association board for 10 years as a players rep. I served on the Moose Lodge board for 1 year as a trustee. I am currently on the Elderly Abuse Task Force.

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

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Dana V Garcia

Date

6/17/25

[redacted]

[redacted]

[redacted], Napa, CA, 94558, USA

Objectives

To secure a challenging position in a reputable organization to expand my learnings, knowledge, and skills.

Work experience

2023 June - Current

Share the Care Napa Valley, Napa CA

Program < **2021 April 12 - 2021 July 23**

CAN-V, Napa Food Bank, Napa CA

Program Manager

- Client intakes for programs
- Great customer service
- Monthly reporting
- Manage client accounts
- Answered phones
- Order supplies
- Create client work orders
- Declutter client's homes
- Basic office duties, faxing, emails, filing, photocopying
- Mass mailers
- Data Entry

2021 April 12 - 2021 July 23

CAN-V, Napa Food Bank, Napa CA

Program Assistant

- Managed daily incoming inventory
- Great customer service
- Oversaw the senior meal program and made sure it was running efficiently
- Billing, creating invoices, deposits
- Managed customer accounts
- Answered phones
- Basic office duties, faxing, emails, filing, photocopying
- Mass mailers
- Accounts payable
- Data Entry

2008 June 23 - 2014 June 23

Amorim, Napa, CA.

Lab Assistant

- Managed a team of 2-5 employees
- Oversaw production of incoming and outgoing products.
- Quality control on all products
- Daily reports of all products
- Great customer service
- Data entry
- Incoming and outgoing reports
- Setup daily customer visits
- Basic office duties, photocopying, faxing, filing scheduling, answering phones
- Tested all incoming products
- Inspected all outgoing products

2000 February 23 - 2007 October 26

Legacy Home Sales, Vallejo, CA.

Receptionist/Sales assistant

- Managed front desk
- Customer service
- Ordered supplies
- Showed potential home owners different floor plans and model houses
- Created fliers for new homes
- Basic office duties, faxing, photocopying, filing, emailing
- Data entry
- Cleaning

1997 January 06 - 2000 February 29

Napa Valley Register, Napa, CA.

District Manager

- Managed 10-15 carriers
- Customer service
- Daily reports
- Over seen daily routes and made sure they were effective and efficient
- Checked accuracy of customer accounts
- Processed payments
- Created fliers for events/promotions
- Sales
- Answered phones
- Basic office duties
- Data entry

2017 August 07 - current

IHSS, Napa,Ca

Care Giver

- Help the elderly with all daily living activities
- Assist them to appointments
- Help pay bills, grocery shop

2016 March 04 -

Snack Bar manager

- Manage Snack Bar
- Order supplies
- Open/close snack bar
- Count money
- Shop for supplies
- Clean
- Train/monitor workers
- Scheduling
- Calculate how much food is needed per day/week
- Stock inventory
- Customer service

1996 Feb – 2021 December

Private Caregiver

- Client care
- Bathing clients
- Changing clients
- Feeding clients
- Laundry
- Cooking
- Vacuum
- Companionship
- Took clients to doctor appointments
- Managed client’s medications

1997 January - 1999 July

Meadows

Food Server

- Customer service
- Stock items
- Serve residents meals
- Set up tables

1996 November 04 - 1999 July 04

Clothestime

Sales Associate

- Customer service
- Stock items
- Clean dressing rooms
- Organize products on sales floor
- Setup displays
- Tidy clothing racks
- Cashier
- Vacuum
- Clean sales floor
- Open/close store
- Put sensors on clothing
- Organize clothing by size, style

Education

1993 August 23 - 1997 June 23

Vintage High

High School

Skills

I have essential experience in assistant management, quality control, and customer service. I am extremely detailed oriented, organized and efficient.

Heather Luna
Executive Director
Share the Care Napa Valley
heather@sharethecarenv.org
707-492-7656

June 5, 2025

IHSS Advisory Committee & Napa County Board of Supervisors
1195 Third Street, Suite 310
Napa, CA 94559

RE: Letter of Recommendation for Dana Garcia – IHSS Advisory Committee

Dear Members of the Board and IHSS Advisory Committee,

I am writing to express my enthusiastic support for Dana Garcia to serve on the Napa County In-Home Supportive Services (IHSS) Advisory Committee. As a lifelong Napa local, an active caregiver, and a trained IHSS provider through Napa County, Dana brings a powerful and unique perspective that would be a tremendous asset to the committee's mission.

Dana's personal and professional experiences have equipped her with a deep understanding of the challenges and strengths within the IHSS system. Her passion for supporting older adults and individuals with disabilities is evident in her day-to-day work, where she consistently demonstrates compassion, reliability, and advocacy for those she serves.

As a Programs Manager at Share the Care, I have witnessed Dana's dedication and insight firsthand. She brings not only valuable real-world experience but also a thoughtful, solutions-oriented mindset that would benefit the committee's goals of enhancing service delivery and representing both providers and recipients effectively.

I am confident that Dana would serve with integrity, dedication, and a commitment to advancing the work of the IHSS Advisory Committee. Please give her application your fullest consideration.

Sincerely,

Heather Luna
Executive Director
Share the Care Napa Valley

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www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1196

TO: Board of Supervisors

FROM: Dina Jose, Director of Corrections

REPORT BY: Anabel Silva, Staff Services Analyst

SUBJECT: Amendment No. 2 to Agreement No. 200191B with Status Electrical Corporation.

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 200191B with Status Electrical Corporation to provide maintenance and support of the Napa County Department of Corrections' downtown jail security system. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

On March 8, 2016, the Board approved a construction contract award to Status for jail security system maintenance and upgrades. The project involved installation and/or replacement of video cameras and associated intercoms, the installation of control room equipment and replacement of programmable logic controllers for cell door controls. In 2021, the system was updated when components from the 2016 work reached their useful life. Hardware and software support from the 2021 upgrade have now expired. This amendment includes bi-annual system analysis, on-call emergency technical support, a two-year extension of warranties on two servers and two storage appliances, and on-site technical support if needed. The maximum compensation over the course of the amendment's term is estimated at $150,000.

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

Requested Action:

1. Approve and authorize Amendment No. 2 to Agreement No. 200191B with Status Electrical Corporation for the term July 22, 2025, through June 30, 2028, with two, one-year renewals to provide maintenance and support

of the Napa County Department of Corrections' downtown jail security system.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Corrections 14000-01
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Status is the jail's security system expert because the company installed and configured the system to work in conjunction with previously installed components. Without the contractor's expertise, it would be difficult for county staff to find another vendor capable of maintaining the video platform and security electronics platform.
Is the general fund affected?	Yes
Future fiscal impact:	The Department will budget the cost of ongoing support in subsequent years' budgets
Consequences if not approved:	The Corrections Department would fail to comply with Government Code 34090.6(c).

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 200191B
AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200191B is made and entered into as of this 22nd day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and STATUS ELECTRICAL CORPORATION, a company incorporated in the State of Washington, whose mailing address is 2669 Deacon Street, Abbotsford BC V2T 6L4, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

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

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

WHEREAS, COUNTY and CONTRACTOR now desire to amend Agreement No. 200191B to modify the scope of work, extend the term of the Agreement, and reduce the maximum compensation.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 230117B as follows:

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

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2028, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the

Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "A-1" shall mean Exhibit "A-2" attached to Amendment No. 2 and incorporated by this reference.

3. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "B-1" shall mean Exhibit "B-2" attached to Amendment No. 2 and incorporated by this reference.

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

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work COUNTY shall pay CONTRACTOR at the fixed prices set forth in Exhibit "B-2," 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-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payment under this Agreement shall be a total of ONE HUNDRED THOUSAND DOLLARS ($100,000) for professional services; 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 of Napa County Agreement No. 200191B as of the date first above written.

STATUS ELECTRICAL CORPORATION

By_____
KEITH FALARDEAU, President

By _____
RITA NIEHAUS, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Corey S. Utsurogi* County Counsel Date: 6/13/25	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT "A-2"

SCOPE OF WORK

STATUS Electrical Automation Systems

Corporate Office
2669 Deacon Street
Abbotsford BC V2T 6L4
(604) 859-1892

Aldergrove Automation Office
100 – 3193 262nd Street
Aldergrove BC V1W 2Z6
(604) 859-8470

Seattle District Office
14900 Interurban South, Suite 271
Seattle WA 98168
(877) 859-1892

Napa County Jail

Security Electronics and DVMS System Support
Update R2 June 11, 2025

July 1, 2025 – June 30, 2030

The Security Electronics (SE) components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the Napa County Jail

Status Automation personnel have been factory trained to install and service the components of the SE system.

Hardware / Software under support

- Security Electronics
  - Server/Workstations
  - PLC System
    - Schneider M580 Redundant PLC
      - Remote IO Rm 002, Remote IO Rm 028, Remote IO Rm 102
      - Remote IO Rm 119, Remote IO Rm 151, Remote IO Rm 252
      - Remote IO Rm 268, Remote IO Rm 345, Remote IO Rm 354
      - Remote IO Rm 3N
  - Intercom System
    - Harding DXL Intercom system
      - DCC Rm 028, DCC Rm 102, DCC Rm 119
      - DCC Rm 151, DCC Rm 252, DCC Rm 268
      - DCC Rm 245' DCC Rm 354
  - Indusoft - Web Studio HMI
      - Primary Console
      - Secondary Console
- DVMS (CCTV System)
  - Server/Archivers (2)
    - Hardware extended warranty
    - 2 x 641 TB NAS Storage
    - 2 x Archive Server
  - Video Viewers(9)
    - County supplied
  - Milestone DVMS Software
    - Milestone Care Plus support
- Network
    - Cisco 3850

EXHIBIT "B-2"

COMPENSATION

STATUS Electrical Automation Systems

Bi-Annual On Line System Analysis

- Provide on line system analysis with ability to monitor or check issues over County WAN Maintenance line.
    - Note: County WAN / teamviewer workstation must be maintained functional for the system analysis and support to be possible
- Manage a Current Mirror HMI Server System at Status' Engineering Office to provide technical support
- Collect and store system backups (off site) for additional system recovery.
- Provide analysis support report and advise

1) HMI System
    - Windows / Application software:
        - perform system diagnostic checks on the operating system and application software.
        - Backup software.

2) PLC Hardware / Firmware:
    - Perform system diagnostic checks of the CPU and IO fault tables

3) DVMS System
    - Windows / Application software:
        - perform system diagnostic checks on the operating system and application software.
        - Backup software.
    - NAS array:
        - perform system diagnostic checks on the operating system and application software

4) Intercom System
    - Hardware / Software:
        - check diagnostic logs

Total Cost for Bi-annual On Line System Analysis for period of 1 year $ 1,680.00

OnCall Emergency Technical support

Telephone / Email / WAN support

- Provide 24/7 emergency technical support (hot line)
- Response time:
    - Initial contact - under 4 hours
    - WAN or phone tech support for action – under 6 hours
    - Allowance of 4 hours / month, minimum 2 hour increments
        - Non accumulating month to month
        - Additional support $140.00/ hour minimum 2 hour charge

Tech phone support for period of 1 year $10,320.00

Archiver and Storage Gold support / extended warranty (DVMS NAS and Servers)

- On line manufacturers support 5x9

- Advance replacement of hard drives
- On site support after customer diagnostics if applicable

Currently, the Video equipment has 2 years of support remaining (2027) included

Generally they do not extend support past 5 years (5 year was purchased in 2022)

2 year extension of Gold support for 2 servers, and 2 storage appliances **$24,000.00**
One time purchase

Equipment Refresh

The current Central Control touchscreen computers extended warranty
Expired May of 2025. The equipment will be 3 year old at that time. Consideration should be
Given to replacement of these computers at their 5 year mark (2027)

The hardware, windows version, and application version would need to be
updated At that time. An allowance of $20,000.00 - $30,000.00 should be
budgeted.

The current Central Control Video monitors are County supplied

On Site Tech support

At Customers request on site Technical support is available

Costing:

Technician working and travel time $140.00 per
hour Travel expenses from Seattle / Vancouver, Cost plus 15%
Per diem / Vehicle rental $250.00 per day

Total Service selected $36,000.00

Pricing firm for acceptance for 30 days
Net 30 days payable at commencement of coverage
Taxes additional where applicable

Note pricing subject to annual pricing adjustment based on the Bureau of Labor Statistics, CPI for All Urban Consumers-West Region, February to February to be effective July 1, beginning July 1, 2026

David Kovacs
Status
Automation
Office 604 859 8470
Cell 778 549 4320

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1291

TO: Board of Supervisors

FROM: Dina Jose, Director of Corrections

REPORT BY: Sue Kuss, Staff Services Manager

SUBJECT: MOU No. 8699 with Napa Valley Unified School District Adult Education

RECOMMENDATION

Approve and authorize a Memorandum of Understanding No. 8699 with the Napa Valley Unified School District Adult Education to provide educational services to the incarcerated population at the Napa County Jail. (No Fiscal Impact)

BACKGROUND

The Napa County Department of Corrections (NCDC) previously offered educational services to the incarcerated population via a Memorandum of Understanding (MOU) with the Napa Valley Unified School District (NVUSD). Classroom space was available in the basement of the North Jail. That previous space has not been available since the 2018 construction of cells in the north jail's basement. No other space appropriate for programming is available at the current jail. Programming spaces will be available in the replacement jail.

This MOU will reinstate education services, such as General Education Development (GED) certificate of high school equivalency at the replacement jail.

Requested Action:

1.Approve and authorize MOU No. 8699 with the Napa Valley Unified School District Adult Education for the term of July 22, 2025, through June 30, 2026.

FISCAL 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:	Napa County Department of Corrections recognizes the value of offering educational opportunities to the incarcerated population. This MOU will help increase the likelihood of employment and self-sufficiency to incarcerated persons re-entering the community.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Incarcerated persons will not have the opportunity to enrich their education while serving their sentence.
Additional Information	On 12/3/2024, MOU No. 8685 with NVUSD with a five-year term was approved by the Board. NCDC was recently informed by NVUSD that the district is unable to enter into agreements of more than one year in duration. The term of MOU No. 8699 is one-year and will replace MOU No. 8685.

ENVIRONMENTAL IMPACT

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

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NAPA COUNTY MOU NO. 8699

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NAPA VALLEY UNIFIED SCHOOL DISTRICT ADULT EDUCATION, whose mailing address is 1600 Lincoln Avenue, Napa, CA 94558, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR seek a formalized approach to the educational services provided to the Napa County Department of Corrections (the "Department"); and

WHEREAS, it is in the public interest that COUNTY and CONTRACTOR continue coordination of efforts for the purpose of incarcerated persons education; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to provide services to COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the MOU.** The term of this MOU shall commence on the date first above written and shall expire on June 30, 2026. For the purposes of this MOU, "fiscal year" shall mean the period commencing July 1 and ending on June 30.

2. **Responsibilities of the Parties.** CONTRACTOR and COUNTY shall each provide those respective services and/or engage in those respective activities set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this MOU, and thereafter as to matters occurring during the term of this MOU, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this MOU, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this MOU, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including

death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this MOU. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. **[RESERVED]**

(3) Comprehensive Automobile Liability Insurance. **[RESERVED]**

(c) Certificates of Coverage. All insurance coverages referenced in 3(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Department of Corrections prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this MOU by its COUNTY number or title and department; shall be kept current during the term of this MOU; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

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

(3) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this MOU to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 3.

(f) COUNTY Insurance. Prior to CONTRACTOR commencing services and without limiting any indemnification obligation hereunder, COUNTY shall, at its cost, obtain policies of comprehensive liability insurance in the amount of no less than one (1) million dollars per occurrence/two (2) million dollars general aggregate for bodily and personal injury, including death and property damage relating to performance of the MOU. CONTRACTOR and its officers, agents, employees, and representatives shall be named explicitly in any and all such insurance policies as additional named insureds. Any policies of insurance maintained by COUNTY pursuant to this

Section shall be deemed primary to any potentially applicable policy or insurance policies maintained by CONTRACTOR and its officers, agents, employees, and representatives.

4. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this MOU, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. To the full extent permitted by law, COUNTY shall defend at its own expense, indemnify, and hold harmless CONTRACTOR and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of COUNTY or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this MOU, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of CONTRACTOR or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR agrees to use reasonable efforts to determine and approve the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this MOU, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law.

5. **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this MOU or otherwise breach this MOU and fail to cure such failure or breach within fifteen (15) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this MOU by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 8 (Notices).

(b) The Department Director is delegated the authority to terminate this MOU in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this MOU under this Paragraph.

6. **Other Termination.**

(a) This MOU may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date; provided, however, that no such termination may

be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination

(b) The Department Director is delegated the authority to terminate this MOU in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this MOU under this Paragraph.

7. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

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

COUNTY	CONTRACTOR
Napa County Department of Corrections	Napa Valley Adult Education
Attn: Susan Kuss, Staff Services Manager	Attn: Coleen Petersen, Principal
1125 Third St.	1600 Lincoln Avenue
Napa, CA 94558	Napa, CA 94558

9. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this MOU, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this MOU requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the Board of Supervisors effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

(f) Napa County Department of Corrections Operational Procedure 04.11; Prison Rape Elimination Act (PREA).

10. **Confidentiality.**
(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR, except student education records, which relates to COUNTY's past, present, and future activities, as well as activities under this MOU. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Department of Corrections Director. Upon cancellation or expiration of this MOU, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) COUNTY shall abide by all applicable state and federal privacy laws with respect to student information.

11. **No Assignments or Subcontracts.**
(a) In General. A consideration of this MOU is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this MOU or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this MOU within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department of Corrections Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this MOU from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this MOU by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this MOU.

12. **Amendment/Modification.** Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

13. **Interpretation; Venue.**
(a) Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This MOU is made in Napa County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this MOU shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this MOU.

14. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to,

the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this MOU, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this MOU subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to MOU between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this MOU by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly hired employees of CONTRACTOR performing any services under this MOU have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this MOU are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. **[RESERVED]**

15. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this MOU and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY

harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

16. **Access to Records/Retention.** Upon reasonable written request by COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, CONTRACTOR agrees to provide access to any financial books, documents, papers and records (together referred to herein as "Finance materials") of CONTRACTOR which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts and transcriptions, except where such Finance materials are protected by law or attorney-client privilege or contain attorney work product or confidential or proprietary information of CONTRACTOR. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

17. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this MOU.

18. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the MOU acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of the County relating to this MOU. CONTRACTOR agrees that if such financial interest does exist at the inception of this MOU, COUNTY may terminate this MOU immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this MOU.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this MOU, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

19. **Third Party Beneficiaries.** Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights.

20. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

21. **Severability.** If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be

severable and shall not in any way impair the enforceability of any other provision of this MOU.

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

23. **Special Terms and Conditions. [RESERVED]**

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

NAPA VALLEY UNIFIED SCHOOL DISTRICT

Signed by:
By: Monica Ready
83EFFE79CB8D440...
Monica J. Ready, Ed. D
Asst. Superintendent of Instructional Services

By: _____
Coleen Petersen, Principal Napa Valley Adult Education

Date 6/17/25

Board Approval: Vera Morales

Date 6/26/25

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Corey S. Utsurogi*, Deputy Date: 6/11/25	Date: Processed By: _____ Deputy Clerk of the Board	By:

EXHIBIT "A"

I. **DESCRIPTION OF SERVICES.** A high school diploma or equivalency program shall be provided to students within the Napa County Department of Corrections jail facility by Napa Valley Unified School District's Adult Education program (CONTRACTOR).

II. **OBLIGATIONS OF CONTRACTOR.** CONTRACTOR shall:

a. Provide a high school diploma or equivalency program.
b. Ensure all instructors have passed State requirements to provide educational services.
c. Provide the name of each instructor to perform educational services at least thirty (30) days prior to commencement of services, and before any new instructor is to provide services at the jail, to allow for security clearance processes. Contractor understands that instructors without security clearance will not be permitted to provide services at the jail facility.
d. Ensure instructors comply with all jail policies, procedures, and safety protocols.
e. Provide each student with textbooks and supplies as required for each lesson.
f. Keep and maintain attendance logs, performance records and releases of information.
g. Provide appropriate certificates to participating students who satisfactorily complete a/the course of instruction for State approved certifications.
h. Comply with all relevant laws and regulations necessary for the purpose of providing a high school diploma/equivalency program.
i. Bear all costs and expenses associated with the performance of a high school diploma/equivalency program.

III. **OBLIGATIONS OF COUNTY.** COUNTY shall:

a. Provide adequate classroom workspace for instruction and testing.
b. Ensure all students have passed Classification and are approved to participate in an educational program.
c. Provide CONTRACTOR's staff training and on-going guidance on jail policies, procedures and safety protocols.
d. Communicate immediately when an instructor does not follow safety protocols.
e. Retain the right to revoke security clearances using the Department's sole judgment and discretion.
f. Provide security for instructors while at the jail.
g. Provide access to technology for the purpose of instruction and/or testing, if possible, this would be a closed system with no access to the internet.
H. Allow CONTRACTOR to provide students with paper and approved writing utensils to complete assignments outside of scheduled instructional time with no cost to students.
i. Provide instructional space for CONTRACTOR to meet with more than one student at a time if possible, keeping students separated by unit.
j. Provide up to 20 hours per week for CONTRACTOR to meet with students, once the new facility is open. The schedule will be mutually agreed upon by COUNTY and CONTRACTOR.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1227

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

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

SUBJECT: Adoption of Ordinance Amending Napa County Code Section 11.28.030 to Renew the Airport Manager's Authority to Execute Leases and License Agreements

RECOMMENDATION

Adopt an Ordinance amending Napa County Code Section 11.28.030 (Authority to execute leases and license agreements) to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact)

BACKGROUND

The Napa County Airport operates as a non-profit enterprise conducting regular business activity in meeting the needs of aviation users. Under Government Code section 25537, the Board of Supervisors may delegate authority to execute leases and licenses to the Airport Manager, but such delegation cannot exceed 5 years without being renewed. With over 150 active based aircraft at the Napa County Airport, this authority allows for the efficient pace of transactional activity, and provides for conveniently meeting the needs of pilots and airport users.

The Board of Supervisors delegated such authority to the Airport Manager by ordinance in 2019, codified in Napa County Code Section 11.28.030. The 2019 ordinance correctly indicated the Airport Manager's authority expires after 5 years but did not include the expiration date, so its expiration was not discovered until recently. This proposed Ordinance will renew the Airport Manager's authority to execute leases and license agreements until July 1, 2029 (nearly 5 years from the date of expiration of the 2019 ordinance) and ratify approximately 27 leases and license agreements executed by the Airport Manager since the 2019 ordinance expired. All the leases and license agreements otherwise complied with Section 11.28.030.

For rents that are not already approved by the Board in the Airport fee schedule, the proposed Ordinance will also increase the limit of the Airport Manager's authority to execute individual leases and license agreements from $10,000 per year to $5,000 per month. If an amount is not specified, Government Code section 25537

would establish a limit of $10,000 per month. The maximum term of a lease or license agreement under both the prior ordinance and the proposed Ordinance remains the same at 10 years.

The proposed ordinance was introduced at the Board of Supervisors' June 24, 2025, regular meeting. The Board, by unanimous vote, indicated its intent to adopt the ordinance.

Requested Action: Adopt the proposed ordinance to amend Napa County Code Section 11.28.030 as set forth in the item attachment.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING SECTION 11.28.030 OF THE NAPA COUNTY CODE TO RENEW THE AIRPORT MANAGER'S AUTHORITY TO EXECUTE LEASES AND LICENSE AGREEMENTS

WHEREAS, Government Code Section 25537 allows the Board of Supervisors ("Board") to delegate the authority to execute leases and licenses of County real property to County officers by ordinance, provided the delegation is not effective for more than 5 years; and

WHEREAS, on June 4, 2019, the Board adopted Ordinance No. 1437 delegating the authority to execute leases and licenses at the Napa County Airport to the Airport Manager, codified in Section 11.28.030 of the Napa County Code; and

WHEREAS, the delegation to the Airport Manager expired on July 4, 2024, so the Board desires to renew and ratify the Airport Manager's authority to execute leases and licenses and to increase the maximum annual rent the Airport Manager is authorized to approve.

NOW, THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1. Section 11.28.030 of Chapter 11.28 (Napa County Airport) of Title 11 (Airport) of the Napa County Code to amended to read in full as follows:

11.28.030 – Authority to execute leases and license agreements.

A. The airport manager is authorized to negotiate and execute, on behalf of the county, in a form approved by county counsel, leases and licenses where:

   1. The rent has been set by the Board of Supervisors in the fee schedule for the airport; or

   2. The rent in the executed lease or license does not exceed five thousand dollars per month and the term of the executed lease or license, including any renewal term(s), does not exceed a cumulative total of ten years.

B. The airport manager shall have authority to execute and enforce any leases or licenses agreements on behalf of the county, including, without limitation, exercising the right to terminate, authorize tenant improvements, and withhold

deposit funds, provided that the airport manager determines, upon consultation with county counsel, that such remedies are in the best interest of the county and are otherwise consistent with the provisions of the lease or license.

C. Notice of any leases or licenses executed pursuant to this section shall be provided in accordance with Government Code Section 25537.

D. The authority granted by this section shall expire on July 1, 2029.

SECTION 2. The Board of Supervisors hereby ratifies and approves any leases and licenses executed by the Airport Manager since July 4, 2024, until the effective date of this Ordinance that otherwise comply with the limitations on the delegation in Ordinance No. 1437.

SECTION 3. The Board of Supervisors finds that adoption of this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities.

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 5. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 6. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 24th day of June, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 22nd day of July, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel By: *McKayla McMahon* Code Services Date: May 28, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1229

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

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

SUBJECT: Adoption of Ordinance Adding Chapter 6.02 to the Napa County Code Authorizing Inspections of Watercraft for Invasive Mussels at Lake Berryessa

RECOMMENDATION

Adopt an Ordinance adding Chapter 6.02 (Invasive Mussels) to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa. (No Fiscal Impact)

BACKGROUND

Fresh-water mussels, such as Quagga, Zebra, and Golden Mussels, are invasive species that reproduce prolifically, capable of rapidly colonizing and clogging water infrastructure as well as altering the aquatic environment by removing phytoplankton and displacing native species. Invasive mussels can inadvertently be introduced into new water bodies by boats which are used in infested waterways, then trailered and launched into pristine lakes or reservoirs without being adequately cleaned and dried. Invasive mussels are not known to inhabit Lake Berryessa, but there are other water bodies within a one-hour drive of Lake Berryessa known to be infested with invasive mussels. Invasive adult mussels can survive for up to thirty days out of water under ideal conditions, and their larvae can survive for approximately the same amount of time in small amounts of water left inside a boat or trailer. Invasive mussels are difficult to eradicate once they are established and are best managed by preventing their introduction in the first place.

Napa County is engaged in projects to increase recreational opportunities at Lake Berryessa through an agreement with the Federal Bureau of Reclamation (BOR), which will lead to more recreational boating at the lake. The County is currently operating 2 resort areas under interim concession contracts, while the BOR is operating other recreational areas with boat launches. With the recent discovery of Golden Mussels in the Delta, motorized watercraft are not allowed to launch into Lake Berryessa without a seal or tag showing the watercraft has been inspected and decontaminated or has completed a 30-day quarantine period. Details about this mussel-prevention program can be found on the Solano County Water Agency's website at this link:

https://scwa2.com/lake-berryessa-mussel-prevention-program/

The proposed ordinance builds on this program by codifying the authority of County employees, Sheriff Deputies, concessionaires, and others to stop and inspect watercraft launching at Lake Berryessa to confirm mussel tags are present and valid, look for evidence of mussels, and prevent launching of any watercraft that does not pass inspection. While non-motorized watercraft such as canoes or rowboats are generally not subject to decontamination or quarantine, the proposed ordinance authorizes inspections of such watercraft too, just in case inspectors notice anything of concern. Launching a motorized watercraft without a valid mussel inspection tag or from a location other than a designated boat launch at a recreational area, or launching any watercraft after it fails inspection, will all be infractions. Engaging in such conduct with the intent to evade inspection will be a misdemeanor.

At the County-managed resort areas, the concessionaires are paid by the Solano County Water Agency to inspect and tag watercraft entering and leaving Lake Berryessa. Decontamination is not performed at any of the County-managed resort areas. Decontamination is available by appointment at the BOR-managed sites.

The proposed ordinance was introduced at the Board of Supervisors' June 24, 2025, regular meeting. The Board, by unanimous vote, indicated its intent to adopt the ordinance.

Requested Action: Adopt the proposed ordinance adding Chapter 6.02 as set forth in the item attachment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Enhances efforts to keep invasive mussels out of Lake Berryessa.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Efforts to keep invasive mussels out of Lake Berryessa may be less effective.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing or former use.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADDING CHAPTER 6.02 TO THE NAPA COUNTY CODE AUTHORIZING INSPECTIONS OF WATERCRAFT FOR INVASIVE MUSSELS AT LAKE BERRYESSA

WHEREAS, fresh-water mussels, such as Quagga, Zebra, and Golden Mussels, are invasive species that reproduce prolifically, capable of rapidly colonizing and clogging water infrastructure as well as altering the aquatic environment by removing phytoplankton and displacing native species; and

WHEREAS, invasive mussels can inadvertently be introduced into new water bodies by boats which are used in infested waterways, then trailered and launched into pristine lakes or reservoirs without being adequately cleaned and dried; and

WHEREAS, Napa County is engaged in projects to increase recreational opportunities at Lake Berryessa though an agreement with the Federal Bureau of Reclamation (BOR), which will lead to more recreational boating at the lake; and

WHEREAS, invasive mussels are not known to inhabit Lake Berryessa, but there are other water bodies within a one-hour drive of Lake Berryessa known to be infested with invasive mussels; and

WHEREAS, invasive adult mussels can survive for up to thirty days out of water under ideal conditions, and their larvae can survive for approximately the same amount of time in small amounts of water left inside a boat or trailer; and

WHEREAS, invasive mussels are difficult to eradicate once they are established, and are best managed by preventing their introduction in the first place; and

WHEREAS, the California Code of Regulations at 14 C.C.R. § 671 identifies Quagga,

Zebra, and Golden Mussels as "detrimental animals" which are unlawful to import, transport, or possess without a permit issued by the Department of Fish and Wildlife; and

WHEREAS, local agencies may adopt and enforce local laws on BOR facilities, lands, and waterbodies, pursuant to the Federal Code of Regulations at 43 C.F.R. § 423.3; and

WHEREAS, Napa County is under contract with BOR to provide law enforcement services at Lake Berryessa.

NOW, THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1. Chapter 6.02 (Invasive Mussels) of Title 6 (Animals) is added to the Napa County Code to read in full as follows:

Chapter 6.02 – INVASIVE MUSSELS

6.02.010 – Purpose.

The purpose of this chapter is to help prevent the introduction of invasive mussels, such as Quagga, Zebra, and Golden Mussels, into Lake Berryessa.

6.02.020 – Definitions.

As used in this chapter:

"Invasive mussel" means any mussel identified in Section 671 of Title 14 of the California Code of Regulations, as may be amended, including Quagga, Zebra, and Golden Mussels.

"Launch" means to allow any part of a vessel, boat or other watercraft to contact the surface of Lake Berryessa.

"Motorized" means equipped with a motor to provide propulsion.

6.02.030 – Inspections.

A. County employees, Sheriff's deputies, and any inspectors hired by the county, may inspect any vehicles, trailers, vessels, boats and other watercraft, whether motorized or not, that could carry or contain adult or larval invasive mussels, at any resort or recreational area at Lake Berryessa. This authority includes the right to temporarily stop any vehicles, trailers, vessels, boats and other watercraft within a resort or

recreational area, or on Lake Berryessa, that may carry invasive mussels in order to conduct inspections.

B. County employees, Sheriff's deputies, and any inspectors hired by the county may deny access to Lake Berryessa and order the removal of any vessel, boat or other watercraft from the lake that:

1. Is motorized and does not display a valid and intact mussel inspection sticker, seal or tag;

2. Fails a mussel inspection at Lake Berryessa; or

3. Is not adequately inspected for mussels because a person interferes with or prevents an inspection from occurring.

C. Employees or subcontractors of concessionaires operating resort or recreational areas at Lake Berryessa may exercise the authority granted by this section.

D. Employees or representatives of the Solano County Water Agency may exercise the authority granted by this section.

E. Peace Officers as defined in Penal Code Sections 830.1 and 830.2 and whose jurisdiction includes Lake Berryessa, and Wildlife Officers with the California Department of Fish and Wildlife, may exercise the authority granted by this section.

6.02.040 – Violations.

A. It is unlawful to launch any motorized vessel, motorized boat or other motorized watercraft at Lake Berryessa that does not display a valid and intact mussel inspection sticker, seal or tag.

B. It is unlawful to launch any vessel, boat, or other watercraft at Lake Berryessa that fails an inspection at the lake without being reinspected and passing inspection.

C. It is unlawful to launch any motorized vessel, motorized boat or other motorized watercraft into Lake Berryessa from anywhere other than a designated boat launch at a resort or recreational area.

6.02.050 – Penalties.

A. Except as otherwise provided in this section, a person who violates Section 6.02.040 is guilty of an infraction, punishable by a fine as set forth in Section 1.20.150(A) of this code.

B. A person who violates Section 6.02.040 with the intent to avoid inspection or reinspection for mussels is guilty of a misdemeanor, punishable by a fine, imprisonment, or both, as set forth in Section 1.20.150(B) of this code.

SECTION 2. The Board of Supervisors finds that adoption of this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities involving negligible or no expansion of existing or former use.

SECTION 3. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 4. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 5. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 24th day of June, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 22nd day of July, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel By: *McKayla McMahon* Code Services Date: May 29, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1263

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Susan B. Altman, Deputy County Counsel

SUBJECT: Amendment No. 1 to Agreement No. 230123B with Oppenheimer Investigations Group, LLP

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230123B with Oppenheimer Investigations Group, LLP, extending the term of the agreement an additional three years through June 30, 2028, updating the rate sheet without increasing the contract amount per fiscal year, and amending the indemnification provisions. (No Fiscal Impact)

BACKGROUND

On August 23, 2022, the Board approved an agreement with Oppenheimer Investigations Group, LLP, ("OIG, LLP") for OIG, LLP, to provide specialized investigative services to Napa County at the direction of County Counsel. OIG, LLP's, specialized services include investigating allegations of misconduct, harassment, discrimination, and retaliation. Pursuant to the Agreement, as amended, the rate sheet for Oppenheimer Investigations Group, LLP, is to be superseded by the 2025 rate sheet attached to the Amendment as Exhibit "B -1".

The agreement with Oppenheimer Investigations Group, LLP, is a critical service provided to Napa County as it ensures a third party can carry out sensitive investigations independently.

The proposed contract Amendment No. 1 to Agreement 230123B with Oppenheimer Investigations Group, LLP will continue this vital service, while revising the rate sheet to reflect current pay figures without increasing the not to exceed contract amount of $150,000 per fiscal year per the original Agreement No. 230123B. Additionally, the indemnification provisions are being adjusted to indemnify OIG for any additional work arising out of the requested services.

Requested Actions:

Approve and authorize the Chair to sign Amendment No. 1 to Agreement No. 230123B with Oppenheimer Investigations Group, LLP with a not to exceed amount of $150,000 per fiscal year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without the benefit of this agreement, all investigations into employee misconduct, discrimination or harassment would have to be performed in-house, which would reduce staff's availability for other services and could potentially create conflicts of interest.
Future fiscal impact:	Funds will be appropriated in future fiscal years, as needed.
Consequences if not approved:	If the amendment is not approved, the County will no longer have the benefit of these services.

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. 230123B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230123B (the "Amendment") is made and effective as of July 1, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting by and through its Purchasing Agent, and Oppenheimer Investigations Group, LLP, whose business address is 1300 Clay St. #600, Oakland, CA 94612, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 230123B with Oppenheimer Investigations Group, LLP, (the "Agreement") effective as of August 23, 2022; and

WHEREAS, Oppenheimer Investigations Group, LLP has changed their business address from 1442A Walnut St. #234, Berkeley, CA 94709, to 1300 Clay St. #600, Oakland, CA 94612; and

WHEREAS, COUNTY desires to secure additional services from CONTRACTOR.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

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

> 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, no to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 8 of the Agreement is amended to read in part as follows:

8. **Hold Harmless/Defense/Indemnification.** (c) Representation. In the event any person involved in this matter pursues further remedies, or if Contractor must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of the services performed for County, County will pay fees at the current hourly rate of the attorney involved for any time spent responding to the subpoena or discovery, or acting as a witness in deposition, court, administrative, or other proceedings, irrespective of who may call Contractor as a witness, including preparation time. County will also represent Contractor in the proceedings or provide Contractor with an attorney of Contractor's choice. This section will survive termination of this Agreement.

3. Upon the effective date of this Amendment, Exhibit "B-1", which is attached hereto and incorporated by reference to the Agreement, shall replace Exhibit "B".

4. Except as provided in paragraph (1) and Exhibit "B-1", above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 230123B on the date first above written.

OPPENHEIMER INVESTIGATIONS GROUP, LLP

By Vida Thomas
Vida Thomas, Managing Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair of the
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Susan B. Altman,* Deputy Deputy County Counsel Date: July 2, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT



INVESTIGATIONS | TRAININGS | MEDIATIONS

2025 Rate Sheet

Attorney	Public Sector/Non-Profit Rate
Amy Oppenheimer, Partner ('80) Vida Thomas, Managing Partner ('93)	$600/hour
Tina Ro-Connolly, Partner ('04) Zaneta Seidel, Partner ('08) Alezah Trigueros, Partner ('12) Danielle Drossel, Partner ('08) Ilona Turner, Partner ('06)	$530/hour
Tracey Merwise, Senior Attorney ('94) Jack Morse, Senior Attorney ('10) Renee Jansen, Of Counsel ('01)	$480/hour
Supervision/Substantive Edit	$480/hour
Rachel Reddick, Attorney ('10) Madeline Buitelaar, Attorney ('19) Gorev Ahuja, Attorney ('17) Erik Roper, Attorney ('08) Rachael Melford, Attorney ('09) Alisha Meyer, Attorney ('14)	$430/hour
Maria Walker, Attorney ('21) Garrett Smith, Attorney ('17) Jeanette Boykins, Attorney ('21) Neil Bautista, Attorney ('20) Jacquelynn Kwong, Attorney ('20) Sean Lee, Attorney (`23)	$380/hour
Writers/Editors Jacob, Cindy, Garrett (when functioning as a writer)	$220/hour
Interns	$150/hour

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1235

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Becky Craig, Assistant CEO

SUBJECT: Budget Amendment for General Liability Claims and Expenses

RECOMMENDATION

Approve an increase in Fiscal Year 2024-25 appropriations for General Liability Claims by $700,000 for current and projected expenses. (Fiscal Impact $700,000 Expense; General Liability Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The County funds its general liability claims up to $500,000 per claim and limits its exposure through membership in a local entity risk pool that in turn purchases insurance coverage for claims that exceed the County's self-insured retention amount. The County annually estimates the premiums, claims, and administrative expenses with input from an actuarial study and the third-party claims administrator. Claims activity includes payments of damages, settlements, and legal expenses. The risk pool's memorandum of coverage only reimburses legal expenses if outside attorneys are used.

The adopted budget for Fiscal Year 2024-25 estimated $10.1 million for premiums, claims, and administrative expenses. Staff reviewed activity at mid-year and anticipated that additional appropriations would be needed; however, the amount was uncertain because additional legal activities for a few claims matters were accelerating month over month. The budget amendment was postponed until activity was known. Staff requests increasing appropriations by $266,000 to process remaining expenses for FY 2024-25.

An actuarial study was prepared to project future claims activity that may arise from incidents that have occurred but not been claimed or incurred. The County funds reserves for projected future claims liabilities at the 75% confidence level. The actuarial study recommends increasing reserves by $434,000 to $3.9 million.

The revenues are collected through internal service charges to departments. There is sufficient available fund balance in the General Liability fund to cover the additional appropriation.

Requested Action: Approve an increase in Fiscal Year 2024-25 appropriations for GL Claims (4500000-52710) by $700,000 offset by use of available fund balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 4500 General Liability, available fund balance
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Expenses have been incurred and estimated.
Is the general fund affected?	No
Future fiscal impact:	Charges will be estimated and collected.
Consequences if not approved:	Expenses will exceed budgetary authority or remain unpaid.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1286

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

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

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

RECOMMENDATION

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

BACKGROUND

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

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

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

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

Requested Action: Adopt the Resolution.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

NAPA COUNTY RESOLUTION NO. _____

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

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

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

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

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

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

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

[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 22nd day of July, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: July 7, 2025 PL Doc. No. 134362	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1278

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Agreement with Napa Communities Firewise Foundation

RECOMMENDATION

Approve and authorize Agreement No. 260056B with Napa Communities Firewise Foundation for community outreach, defensible space consulting, wildfire mitigation, fuel reduction and preparation for wildfires. (Fiscal Impact: $3,500,000 Expense; Fire Fund; Budgeted; Discretionary)

BACKGROUND

To help reduce future impacts from wildfires, the County entered into a previous Agreement (Agreement No. 210118B) with the Napa Communities Firewise Foundation (NCFF) for wildfire prevention activities. The original agreement occurred in September 2020 and was subsequently extended through five individual Amendments through December 2023. The aggregate amount for these initial Agreements was $14,166,000. This funding has been used to provide public outreach and education on wildfire preparedness, created local Fire Safe Councils throughout the County. The funding has been used to plan and execute wildfire prevention projects focused on vegetation modification and provide administrative support for these projects.

Agreement No. 240256B was subsequently approved on January 9, 2024, providing an additional $7,000,000 to continue these wildfire prevention efforts. This funding was broken into two categories with separate Scopes of Work (SOW), as delineated in Exhibit “A” of that Agreement. The first category totaled $6,000,000 per the County’s FY 2023-24 budget appropriation in the Fire Fund. The second category for $1,000,000 was funded through an agreement with the California Department of Water Resources (DWR) for capacity building and infrastructure. The funds were received in FY 2022-23 and these funds were then appropriated from the restricted fund balance.

An additional agreement, Agreement No. 250180B, was approved on September 10, 2024, for a total of $4,000,000 to continue these wildfire prevention efforts. The funding sources included $3,000,000 from state

appropriation secured by Senator Dodd in 2023 and $1,000,000 is County general fund match. This funding provided for prevention activities that are identified in the Scope of Work (SOW) in Exhibit "A" of the Agreement subdivided into two broad categories. The first category involved continuing the work of Napa County's Community Wildfire Protection Plan (CWPP) and services and the second involved wildfire prevention efforts will involve performing planned vegetation treatment projects that are also identified in the SOW in Exhibit "A" of the Agreement. The agreement was amended on November 1, 2024, to give clarity on the SOW and again on March 11, 2025 to provide an additional $123,250 of funding for additional work.

This funding of $3,500,000 provides for prevention activities that are identified in the Scope of Work (SOW) in Exhibit "A" of the Agreement. These activities are subdivided into two broad categories. The first category will involve continuing the work of Napa County's Community Wildfire Protection Plan (CWPP) and services. This will involve providing community-based wildland fire awareness programs. The programs will provide Napa County residents in high-risk communities with the knowledge they need to survive wildfires. It will also provide public outreach via workshops, newsletters, and literature to educate Napa County residents. In addition, the funding will provide outreach and support to new communities interested in forming a Fire Safety Council to manage and protect a given geographic area within Napa County. This support shall be ongoing for all councils for the life of the contract. The second category of wildfire prevention efforts will involve performing planned vegetation treatment projects that are also identified in the SOW in Exhibit "A" of the Agreement. These projects are located throughout the entire county. The projects include roadside clearances, creating more viable access and egress routes in the event of a wildfire, fuel breaks in strategic locations, and grazing projects to reduce overall fuel loads in specified locations.

Some projects have had environmental reviews and have completed permitting, while some are in the process of being completed. There is also a list of proposed projects that are scheduled for environmental review via the California Environmental Quality Act (CEQA). The various proposed activities are either categorically exempt from CEQA as minor alterations to land for fuel management activities pursuant to CEQA Guidelines section 15304, categorically exempt from CEQA as information collection and resource evaluation pursuant to CEQA Guidelines section 15306, or are not a project as defined by CEQA Guidelines section 15378 and, therefore, CEQA is not applicable.

Exhibit "B" outlines the plan for compensation and expense reimbursements for this Agreement. The majority of the $3,500,000 is dedicated to fuel mitigation programs, while the remaining amount will be used for environmental compliance, wildfire preparedness programs, grant writing and funding strategy services, program and project personnel, and some indirect costs to administering this funding source.

This Agreement is an important component the County's long-term planning for a more fire resilient future.

REQUESTED ACTION:

1. Approve and authorize Agreement No. 260056B with Napa Communities Firewise Foundation (NCFF) for a

maximum amount of $3,500,000 for the term of July 1, 2025, to June 30, 2026, to provide community outreach, defensible space consulting, wildfire mitigation, fuel reduction and prepare for wildfires.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community priority
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If the Agreement is not approved Napa County will need to seek alternative wildfire mitigation solutions.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The various proposed activities are either categorically exempt from CEQA as minor alterations to land for fuel management activities pursuant to CEQA Guidelines section 15304, categorically exempt from CEQA as information collection and resource evaluation pursuant to CEQA Guidelines section 15306, are exempt wildfire risk reduction projects under Public Resources Code section 21080.49, or are not a project as defined by CEQA Guidelines section 15378, and therefore, CEQA is not applicable. Additionally, as to various proposed activities, in accordance with Governor Newsom's March 1, 2025, State of Emergency Proclamation, the State of California will have approved the suspension of CEQA and related regulations as a qualifying critical fuels reduction projects.

NAPA COUNTY AGREEMENT NO. 260056B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 22nd day of July, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and The Napa Communities Firewise Foundation whose address is PO Box 2336 Napa, CA 94558, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide community-based wildfire prevention and education services throughout Napa County including public outreach, Fire Safe Council support, fuel reduction project coordination, technical assistance, and grant development in support of the County's 2021 Community Wildfire Protection Plan, and shall further implement a schedule of vegetation management projects as noted in this contract.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2026, but shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not two exceed two (2) additional years, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after

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

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

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

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

ARTICLE III – COMPENSATION

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

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

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000).

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

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. A sample invoice showing the level of detail required is attached as Exhibit "E."

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.2.1 Subsequent Contracts. Consultant's duties and services under this Agreement shall not include preparing or assisting County with any portion of County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with County. County shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with County to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. Where the scope of services includes "public works" as defined in the California Labor Code, consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY: JEFFREY ROGERS – FIRE ADMINISTRATOR 1195 3RD STREET – STE 310 NAPA, CA 94559	CONSULTANT: NAPA COUMMUNITIES FIREWISE FOUNDATION PO BOX 2336 NAPA, CA 94558

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

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

of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

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

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

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

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

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

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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

THE NAPA COUMMUNITIES FIREWISE FOUNDATION

By _____
JOSEPH NORDLINGER, CEO

By _____
CHRISTOPHER THOMPSON, Board Chair

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: June 18, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

I. DESCRIPTION OF SERVICES

A. Community Wildfire Protection Plan and Standard Services

CONTRACTOR shall provide community-based wildland fire awareness programs designed to provide Napa County residents of high-risk communities with the knowledge and tools they need to survive wildfires. CONTRACTOR shall provide public outreach via workshops, newsletters, and literature to educate Napa County residents.

CONTRACTOR shall also provide outreach and support to new communities interested in forming a Fire Safety Council to manage and protect a given geographical area within Napa County. This support shall be ongoing for all councils for the life of the contract.

CONTRACTOR's services include, but are not limited to:

Wildfire Fuel Reduction Project mapping, monitoring, and reporting, supplies, equipment, database development with project partners, and cellular data plans for compliance with Cal Fire Grant and other grant tracking applications;
Wildfire Fuel Mapper database development and other applications, education, outreach, and monitoring;
County CWPP technical assistance and project environmental design, implementation, and management;
Support and outreach for all Napa County Fire Safe Councils;
Create community maps that identify projects or areas of concern;
Assistance with mitigation projects;
Grant application assistance;
Support and outreach to communities to obtain Firewise USA Recognition through National Fire Protection Association;
Hosting Home Ignition Zone Workshops and Community Meetings;
Maintaining the Firewise Website pages with respect to the Wildfire Preparedness Programs;
Producing relevant literature and newsletters; and
Napa County Expanded Plan Development.

II. GENERAL OBLIGATIONS

CONTRACTOR SHALL:

Report quarterly to the County Fire Administrator as to project commencement, completion with supporting imagery, location, project description with specific quantitative detail (i.e., acres treated, barriers to timely project completion, cost overruns, number of workshops conducted) of the work performed, identify the CWPP project ID (where applicable), amount of property

owner cost sharing, expenses, and any additional outside funds used to complete each project listed and source of said funds.

Obtain all permits and complete all required CEQA review, as necessary.

Obtain all landowner rights of access and agreements.

Comply with all labor and wage laws, competitive bidding as required. This includes obtaining three bids and awarding the project to the lowest responsible bidder for projects over $5,000 and using licensed contractors when required. Construction and maintenance projects require the payment of Prevailing Wage.

All subcontracts must be submitted to and approved by the Fire Chief and/or Fire Administrator or their delegee.

III. SCHEDULE

Contractor shall perform the Scope of Services for Section I.A., above, in accordance with this schedule:

VEGETATION MANAGEMENT PROJECTS			
Project Name	**Project ID**	**Cost**	**Completion Date**
Atlas Peak Upper (Road) - Maintenance	ACFSC25.02	$105,216.19	6/30/2026
Atlas Peak Lower (Road) – Maintenance	ACFSC25.03	$92,580.69	6/30/2026
Conn Valley (Road) – Maintenance	LHFSC22.02	$48,604.86	6/30/2026
Lower Dry Creek (Road) – Maintenance	MVFSC25.01	$141,360.17	6/30/2026
Mt. Veeder (Road) – Maintenance	MVFSC21.01	$265,340.48	6/30/2026
Oakville Grade (Road) – Maintenance	MVFSC21.08	$76,840.09	6/30/2026
Redwood (Road) – Maintenance	MVFSC23.06	$190,080.62	6/30/2026
Soda Canyon (Road) – Maintenance	SCFSC21.09	$277,742.07	6/30/2026
Upper Dry Creek (Road) – Maintenance	MVFSC25.02	$93,795.25	6/30/2026
Deer Park Rd (Road) – Maintenance	DPFSC21.09	$277,742.07	6/30/2026
Howell Mtn (50' Road) – Maintenance	AWFSC21.14	$375,088.13	6/30/2026
Rancho LaJota and Linda Falls (Fuel Break) - Maintenance	AWFSC21.38	$115,725.86	6/30/2026
Falls Rd / Linda Falls (Fuel Break) – Maintenance	AWFSC23.20	$6,874.19	6/30/2026
Tucker Acres (Fuel Break) – Maintenance	DMFSC24.01	$16,664.75	6/30/2026
Operational Lines of Delineation - Maintenance (Fire Roads and Ridgetop)		$278,320.98	6/30/2026
American Canyon (Grazing)	ACFSC24.01	$111,328.40	6/30/2026
Angwin PUC Broom Abatement (Maintenance)	AWFSC22.1	$55,664.20	6/30/2026
Subtotal		$2,528,889.00	

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

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

COUNTY shall reimburse CONTRACTOR not more than monthly upon receipt of a detailed invoice of expenditures and written report of activities performed.

BUDGET CATEGORY	BUDGET
TOTAL	**$ 3,500,000**
Fuel Mitigation Program	$ 2,528,889
Fuel mitigation program planning; funding strategy; landowner engagement; environmental compliance permitting; project implementation, monitoring, and reporting; grant management; associated supplies, and expenses. All salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this program.	
Environmental Compliance	$ 100,000
Environmental compliance permitting for fuels projects as defined in the CWPP and approved by Fire Administration	
Wildfire Preparedness Program	$ 261,111
Wildfire preparedness program planning, strategy, and implementation, management and reporting; wildfire risk assessment; GIS modeling and mapping; Napa County CWPP expanded plan development and implementation tracking; wildfire fuel mapper customization for Napa County to support homeowner Defensible Space and Fuel Mitigation Project effectiveness, strategy and maintenance schedules; GIS model strategy development for fuel mitigation project monitoring and forest health restoration planning; grant management, public education, and communications; fire safe council creation and ongoing support; partnership development, organization, and coordination; content creation; wildfire preparedness program website development, website portals and landing pages for fire safe councils; social media; webinars; events. All salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this program.	
Grant Writing & Funding Strategy Services	$ 100,000
Grant and funding opportunity identification and application writing; strategic fuel mitigation and wildfire preparedness project phasing, budgeting, and funding support services.	

Program and Project Personnel	$ 360,000
This includes all salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this contract not directly attributed to the Fuels Mitigation Program or Wildfire Preparedness Program.	
Indirect Costs	$ 150,000
Costs that are not readily assignable to a particular project, but are necessary to the operation of NCFF. Indirect costs may be billed at 10% of Modified Total Direct Costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subcontract (regardless of the period of performance of the subcontracts). MTDC excludes equipment, capital expenditures, rental costs, and the portion of each subcontract in excess of $25,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, at Napa County's discretion.	

Other than Program Management and Indirect Costs, CONTRACTOR may shift funding proportions for each budget category with approval by the COUNTY's Fire Administrator or designee.

CONTRACTOR shall bill at the rates as provided in the attached rate sheet.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such

deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to

also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

> "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E

[Company Name]
[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]
Taxpayer ID #

SAMPLE

INVOICE

INVOICE #_____
DATE:_____

To:

[Customer Name]
[Street Address]
[City, ST ZIP Code]

For:

[Project or service description]
Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	$165.00	247.50
1/1/15	Napa.	Smith,	1	$165.00	165.00
	Conf w/Owner	Engineer	4	$165,00	660.00
	AutoCad, Bldg X, 3rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3rd Floor	Engineer	4	$165.00	660.00
	Conf w/Owner re 2nd Floor	Smith,	.5	$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2nd	Jones, PE	1.5	$195.00	292.50
	Floor				
				TOTAL	

The Napa Communities Firewise Foundation
P.O. Box 2336 I Napa, CA 94558
https://napafirewise.org

Current 2025 Rate Sheet

POSITION	HOURLY RATE
Chief Executive Officer	$225.00
Sr. Director of Vegetation Operations	$215.00
Sr. Manager of Vegetation Operations	$185.00
Project Lead III	$170.00
Project Lead II	$155.00
Project Lead I	$145.00
GIS/Data Analyst	$110.00
Director of Wildfire Preparedness	$185.00
Wildfire Preparedness Coordinator	$155.00
Defensible Space Coordinator	$100.00
Director of Corporate Services	$185.00
Grants & Projects Analys I	$110.00
Grants & Projects Analys II	$125.00
Administrative Assistant	$120.00
Controller	$185.00
Finance Manager	$125.00
Finance Assistant	$120.00
Marketing Manager	$125.00
Communications Manager	$120.00

MILEAGE RATE	
2025 IRS Standard Mileage Rate - per Mile	$0.70

VENDOR INVOICES MARKUP	
NCFF Vendor Mark: 10% per invoice	10%

Effective Date: January 1, 2025

133570_Contract - NCFF 25-27 CWPP Implementation

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	Robyn Bera (robyn@napafirewise.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApWFPQ8-YznzYJKsD35xn5QBNdXLBpPOX

"133570_Contract - NCFF 25-27 CWPP Implementation" History

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Document e-signed by Joseph Nordlinger (jnordlinger@napafirewise.org)
Signature Date: 2025-06-26 - 11:43:32 PM GMT - Time Source: server

Agreement completed.
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Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1282

TO: Board of Supervisors

FROM: Allison Haley, District Attorney

REPORT BY: Sophie Johnson, Staff Services Manager

SUBJECT: Digital Video and Audio Interview Room System - Request for Budget Amendment and Capital Asset

RECOMMENDATION

Accept a grant for $28,549 from National Children's Alliance; authorize the purchase of a capital asset for a digital video and audio interview room system at the Napa County Courage Center which is housed at the Monarch Justice Center; and approve the related Budget Amendment. (Fiscal Impact: $28,549 Expense and Revenue; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Courage Center housed within the Monarch Justice Center has received federal grant funds from National Children's Alliance in the amount of $28,549 to purchase a digital video and audio interview room system. The Courage Center has an existing system that is reaching end of life and needs replacement. This digital video and audio interview room system is used to record and store sensitive interviews for child victims of crime. To facilitate this purchase, staff requests the approval of a Budget Amendment of $28,549

Requested Actions:

1. Accept federal grant funds in the amount of $28,549 from National Children's Alliance;

2. Authorize the purchase of a capital asset in the amount of $28,549 for the digital video and audio interview room system;

3. Approve a Budget Amendment to increase Appropriations in District Attorney (Fund 1000, Subdivision 1300000, Account 55400) by $28,549 for the purchase of the digital video and audio interview room system offset by an increase of $28,549 in Federal - Other Funding (Fund 1000, Subdivision 1300000, Account 43890

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The current digital video and audio interview room system is reaching its end of life. Replacing the system ensures the integrity and security of storage for the interviews conducted with child victims of crime.
Is the general fund affected?	No
Future fiscal impact:	There will be minimal future fiscal impact, for system maintenance which will be budgeted in future fiscal years.
Consequences if not approved:	The Courage Center will not be able to upgrade the interview room system used to record sensitive interviews for child victims of crime.

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.

National Children's Alliance
Cooperative Agreement Cover Sheet

National Children's Alliance®
The Force Behind Children's Advocacy Centers

Section I - Subrecipient Information		
Subrecipient Name Courage Center		**Subrecipient DBA:** County of Napa
Tax Identification #: 94-6000525	**UEI #:** YLX2B1GBX891	**Subrecipient Place of Performance:** 1127 1st St Napa, California 94559

Section II - General Grant Information		
Federal Subaward Amount: $28,549.00	**Subaward Number (Docket #):** NAPA-CA-ETS25	**Subaward Type:** 2025 Equipment & Technology Support
Subaward Period of Performance: May 1, 2025 - August 31, 2025		**Subaward Budget Period:** May 1, 2025 - August 31, 2025

Section III - Federal Award Information		
Federal Awarding Agency: Office of Justice Programs Office of Juvenile Justice Delinquency Prevention	**Federal Award Description:** National Subgrants Program	**Federal Award Date:** September 18, 2023
Federal Awarding Identification #: 15PJDP-21-GK-02759-JJVO	**Federal Award Amount:** $25,674,791.00	**R&D:** No
Pass-through Entity: National Children's Alliance	**Pass-through Entity UEI #:** KV79V2J2AKF9	**NCA Indirect Cost Rate for Federal Award:** 16.48%
Statutory Authority: Section 214 of the Victims of Child Abuse Act (34 U.S.C. § 20304)		**CFDA Number:** 16.758 - Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers
Contact Information: Jennifer Read, Director of Grants Management Ph: 202-548-0090 x108 Email: jread@nca-online.org		**Special Conditions:** This project is approved subject to such conditions or limitations as set forth in the attached Cooperative Agreement.

National Children's Alliance
The Force Behind Children's Advocacy Centers

Cooperative Agreement between 2025 Subrecipient and National Children's Alliance

This agreement establishes the terms between your agency and the National Children's Alliance (NCA) regarding federal funding awarded by NCA through a cooperative agreement with the Department of Justice's Office of Juvenile Justice Delinquency Prevention (OJJDP).

Due to the substantial involvement contemplated in completion of this project, NCA has elected to enter into a cooperative agreement rather than a grant. This decision is based on NCA's ongoing responsibility to assist and coordinate projects that relate to the funded activities. NCA will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient, reviewing major project generated documents and materials used in the provision of project services. In meeting programmatic responsibilities, NCA, and the subrecipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the subrecipient in implementation of the subrecipient's approved proposal, the subrecipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with NCA. NCA will also provide guidance in significant project planning meetings and may elect to participate in project sponsored training events or conferences. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by NCA. Information requests may include, but are not limited to, specific submissions related to performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

1. Grant Award and Acceptance

1.1. **Award Acceptance.** Subrecipient must accept this award within 45 days of the award date. Failure to accept within this timeframe may result in loss of funds.

1.2. **Project Implementation.** Subrecipient shall commence use of funds within 90 days of the contract start date, and if they are not, the subrecipient must report to NCA the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds. If meaningful implementation steps have not begun after 90 days of the grant start date, NCA reserves the right to cancel the subaward.

2. Monitoring, Compliance, and Oversight

2.1. **Federal Requirements.** Subrecipient shall comply with: (a) 2 C.F.R. Part 200 Uniform Requirements (b) DOJ Grants Financial Guide (c) All applicable federal statutes, regulations, and requirements (d) Special conditions listed in Attachment A (e) Requirements specified in the Grant Award Notification (f) NCA Engage Grantee Resource Page requirements (g) Terms of the original Request for Proposals.

2.1.1.For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards, see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.

2.2. **Attend Mandatory On-Demand Trainings.** Programmatic and fiscal representatives of each subrecipients program must attend all NCA Mandatory OnDemand Trainings. Failure to meet this requirement may result in additional reporting requirements. Dates for all required trainings can be found on the Grantee Resource Page.

2.3. **Eligible Use of Funds**. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the project. All expenses must be eligible under applicable federal law, and as described in the NCA Grantee Guidelines and DOJ Grant Financial Guide fit within the requirements of the NCA Engage Grantee

Resource Page, NCA RFP, and as designated by the U.S. Dept. of Justice and under the OMB 2 CFR 200 - Uniform Guidance. Furthermore, subrecipient's expenditure of grant funds must be in accordance with the approved project budget.

2.4. **Ineligible Uses of Grant Funds.** Subrecipient shall not use the Grant funds for costs that don't meet the requirements of 2.3 Eligible Uses of Grant or unallowable costs as listed in 2 CFR Part 200 for any purpose prohibited by any provision of this Agreement. A detailed list of unallowable costs can be found on the NCA Grantee Resource Page. NCA may change its requirements regarding allowable expenses at any time to reflect changes in federally allowable costs or necessary updates to policies. Changes will be published on the NCA Engage Grantee Resource Page.

2.5. **Prior Approval for Modifications.** Subrecipient shall obtain prior approval from NCA for budgetary changes that result in: (i) a redirection of funds, in or out of a cost category that is greater than 10% (ii) changes affecting project scope (iii) the addition/removal of budget categories. Additionally, prior approval from NCA is required for any deviation from the approved timeline or revised grant program implementation plan.

2.6. **Monitoring**. Subrecipient shall cooperate with all monitoring activities conducted by NCA and the Office of Justice Programs ("OJP"), including but not limited to: (a) Desk reviews; (b) Site visits; (c) Documentation requests; and (d) Compliance evaluations.

2.7. **OJP Training Guiding Principles.** Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

2.8. **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.** The subrecipient must comply with all applicable laws, regulations, policies, and official NCA and DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

2.9. **Record retention and access.** Records pertinent to the award that the subrecipient must retain -- typically for a period of 3 years from the date of submission of the pass-through entity's final expenditure report -- and to which the subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

2.10. **Access to Records**. The subrecipient must permit NCA authorized representatives and auditors to have access to all such books, records, documents, accounting practices and procedures, and other information for inspection, audit, and coping to fulfill its monitoring requirement and to meet the requirements of 2 C.F.R. Part 200. The Subrecipient will provide proper facilities for such access and inspection.

3. Financial Management and Reporting

3.1. **Financial Systems.** Subrecipient shall maintain accounting systems that: (a) Accurately track receipt and expenditure of Award Funds (b) Maintain separate accounting for each federal award (c) Support required financial reporting (d) Meet federal standards for fund management.

3.2. **Reporting Requirements.** Subrecipient shall provide NCA with financial reports as soon as possible after purchase, but no later than 10 days after the end of the end of the performance period, or September 10, 2025.

3.3. **Payment Method.** Payments will be made as a reimbursement subject to: (a) Submission of required reports (b) compliance with agreement terms (c) Adequate documentation of expenditures as detailed in the NCA Grantee Resource Page.

3.4. **Payment Processing.** Subrecipient must establish a Bill.com vendor account (b) Bank account changes must be made by subrecipient in their Bill.com vendor account and require updating 15 business days' prior to the next established payment/report schedule.

3.5. **Audit Requirements.** Subrecipients that expend $750,000 or more in Federal funds (from all sources including pass-through subawards) in their fiscal year are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F. A copy of the audit must be sent to NCA no later than 9 months after the subrecipient's fiscal year end. NCA may require additional audits based on performance.

3.5.1. **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend $750,000 or more in federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

3.5.2. **Effect of failure to address audit issues.** The subrecipient understands and agrees that NCA may withhold award funds, or may impose other related requirements, if (as determined by NCA) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

3.5.3. **Payment of Amounts Found Due to Audit**. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the NCA reveals that monies are due and owing to the NCA from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to NCA within thirty (30) days of written notification of the findings of such audit or inspection.

3.6. **Procurement.** If NCA funds are to be used for any product or service in excess of $10,000.00, at least three quotes must be obtained to ensure that the selection process is competitive. The procurement process is outlined in DOJ Guide to Procurement Procedures, which is included as part of the Grantee Resource Page on the NCA Engage website (https://engage.nationalchildrensalliance.org/grantee-resource-page). Consideration must be given to ensure more economical, cost effective, and efficient ways to obtain or use common or shared goods or services as well as assessment of available resources. Any charges for such expenditures or requests for sole source contracts are subject to prior approval by NCA and review of the procurement documentation to ensure it meets DOJ guidelines. The procurement entity must avoid "splitting" of purchases or transactions to circumvent the dollar threshold limitations.

No subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

Specific post-award approval is required to use a noncompetitive approach in any procurement contract that would exceed $250,000. The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

4. Compliance and Enforcement

4.1. **Determination of suitability to interact with participating minors.** All subrecipients must make determinations of suitability before certain individuals may interact with any participating minors. It is the responsibility of the subrecipient agency to review the full details of this award condition found on OJP's website.

To meet this requirement, subrecipient agencies must (i) Establish written policies and procedures that ensure determination of suitability to interact with minors is assessed (ii) Assess suitability to interact with minors and create written determination of the individual's suitability to interact with minors (iii) Document that specific public sex offender and child abuse websites/registries were checked (iv) Document that specific background checks were completed (v) Document that the written determination of suitability is reviewed and updated every five years.

Additional guidance on how to meet the requirements of this Federal Special Condition can be found on NCA's Grantee Resource Pages. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

4.2. **Requirement to report actual or imminent breach of personally identifiable information (PII).** The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to NCA no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4.3. **Reporting potential fraud, waste, and abuse, and similar misconduct.** The subrecipients must promptly refer to NCA and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

4.4. **Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.** If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

4.6. **Potential imposition of additional requirements.** The recipient agrees to comply with any additional requirements that may be imposed by NCA during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

4.7. **NCA Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements.** Subrecipients must follow all requirements outlined on the NCA General Conditions page regarding lobbying; debarment, suspension, and other responsibility matters; and drug-free workplace requirements. See the Award Conditions for NCA Awards page for additional information.

4.8. **Avoid Conflicts of Interest.** Subrecipients must comply with federal and state rules which prohibit the use of public funds for personal gain. Subrecipients must avoid any actions which might result in, or create the appearance of, using public funds or publicly funded positions for private gain, for giving preferential treatment to any person, or adversely affecting the confidence of the public in the integrity of the government or the subrecipients program.

4.9. **Mandatory Disclosure.** All recipients must disclose, in a timely manner, in writing to NCA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Per 2 CFR § 200.113, recipients that have received a Federal award including the term and condition for recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures may place the recipient in bad standing with NCA and may result in establishment of special conditions and/or forfeiture of grant funds or other provisions outlined in 2 CFR § 200.339.

4.10. **NCA Critical Incident Policy.** All Subrecipients are subject to the Critical Incident Policy at NCA and are required to report any uncovered embezzlement, theft of grant funds and active investigations for such cases in their organization.

4.11. **Good Standing with NCA**. Subrecipients who are NCA Accredited, Associate/Developing, Affiliate, or Chapter Members must maintain their membership status and remain in good standing for the duration of the performance period. This includes staying current with reporting requirements - including timely submission of statistical reports (due in January and July) and/or grant reports), having a signed license and NCA accreditation materials and annual affidavit of accreditation standards compliance (as appropriate), and remaining current with annual dues. Chapter recipients must also meet the participation requirements of the annual GAP Analysis and OMS Projects.

4.12. **Closeout.** The subrecipient's obligation to NCA shall not end until all closeout requirements are completed. Activities undertaken during this closeout period shall include, but are not limited to: submission of semi-annual performance measures reports; submitting final expenditure requests and detailed general ledger reports; closing out program income balances.

4.13. **Remedies for Noncompliance**. Failure to comply with federal statutes, regulations, or award terms and conditions, may result in additional specific award conditions, as described in 2 CFR § 200.339. These additional conditions may be applied if the subrecipient has a history of non-compliance with general or specific terms and conditions of a federal award; if the subrecipient fails to meet the goals of the award; or if the subrecipient is not otherwise responsible.

NCA will notify subrecipients on the nature of the noncompliance; the reason for their imposition; the nature of the action needed to remove the additional requirement; the nature of the action needed, and the time allowed for completing the actions, if applicable.

If it is determined that noncompliance cannot be remedied by imposing additional conditions, NCA may take one or more of the following actions: temporarily withhold cash payments pending correction of the deficiency, disallow all or part of the cost of activities or actions not in compliance, fully or partly suspend or terminate the award, designate the award recipient as a high-risk recipient, withhold future awards, or take other remedies.

NCA may terminate in whole or in part an award for failure to comply with the statutes, regulations, or award terms and conditions. NCA will provide subrecipients with a notice of termination.

award, designate the award recipient as a high-risk recipient, withhold future awards, or take other remedies.

NCA may terminate in whole or in part an award for failure to comply with the statutes, regulations, or award terms and conditions. NCA will provide subrecipients with a notice of termination.

By executing this Agreement, Subrecipient's authorized official accepts all material requirements, assurances, and certifications associated with this federal award. Subrecipient shall comply with all financial and administrative requirements set forth in: (a) the Grant Award Notification; (b) Department of Justice Special Conditions on National Children's Alliance Awards; (c) the Cooperative Agreement Cover Sheet; (d) NCA Engage Grantee Resource Page; (e) Request for Proposals; (f) Department of Justice Grants Financial Guide; (g) 2 C.F.R. Part 200 Uniform Requirements; and (h) Any applicable federal statutes, rules, Executive Orders, guidance, and requirements, whether existing as of the date hereof or implemented during the period of performance.

Subrecipient Authorized Agency Representative*:
I certify that I have the legal authority to enter into this agreement on behalf of the subrecipient entity.

Allison Haley
Signature

Allison Haley
Printed Name

allison.haley@countyofnapa.org
Email Address

May 9, 2025
Date

Pass-through Entity Awarding Officials:

Jennifer M. Read
Director of Grants Management
National Children's Alliance

Teresa Huizar
CEO
National Children's Alliance

Additional Contact Information

Only for Chapters/Centers who are independent non-profit agencies (if govt./umbrella enter n/a and answer below)	
Board President Name:	**Board President Email:**
n/a	n/a
Only for Centers who are part of a government-based or umbrella/parent agency	
Center Director Name:	**Center Director Email:**
Paul Gero	pgero@countyofnapa.org

If you are a new NCA grantee, please enter the email address of the person who is authorized to set up your ACH payment information.	**Bill Email Contact for ACH Payment Set-up**

NOTE: If you are a current or returning grantee and already have an established NCA Bill.com account, entering a new email address here will not update your account. Please log-in to your current account to make updates.

Designate Signing Authority for Reporting

2 C.F.R. §200.415 requires certification by an official who is authorized to legally bind the non-federal entity in order to ensure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets. **If you, the Authorized Agency Representative, wish to designate the signing authority to another party for subrecipient reporting, please enter their information below.**

Signing Authority for Reporting	
Designee Name:	**Designee Email:**

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1198

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Adoption of a Resolution Implementing the County's Mental Health Services Act Innovations Round 5 PIVOT Proposal

RECOMMENDATION

Adopt a Resolution implementing the Napa County Mental Health Services Act Innovations Round 5 PIVOT Proposal. (No Fiscal Impact)

BACKGROUND

The Mental Health Services Act (MHSA), passed by voters in 2004, provides funding for county behavioral health systems through a 1% tax on millionaire earners. One component of MHSA is funding for Innovation (INN) Projects, designed to test new approaches to mental health services and can only be used for this purpose. In 2024, voters approved Proposition 1, amending MHSA and transitioning to the Behavioral Health Services Act (BHSA), which will begin implementation in July 2026. This Program Improvements for Valued Outpatient Treatment (PIVOT) program outlines Napa County Health & Human Services Agency - Behavioral Health (HHSA - BH) division's plan to utilize INN funds to support BHSA implementation by mirroring an Orange County's approved PIVOT project, creating a quicker path to Commission for Behavioral Health (CBH) previously known as the Mental Health Services Oversight and Accountability Commission (MHSOAC) approval.

This HHSA - BH PIVOT project was approved at the CBH meeting held on May 22, 2025. The project will restructure Full-Service Partnerships by defining levels of care, establishing step-down criteria, and implementing evidence-based models such as ACT and FACT, which are requirements of the BHSA. Additionally, it will enhance behavioral health training, providing support for SmartCare EHR implementation.

Requested Action:

1. Adopt a Resolution implementing the Napa County Mental Health Services Act Innovations Round 5 PIVOT Proposal.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If not approved, Napa County would not have access to the state-approved Innovation funding intended to support BHSA preparedness-and risks losing the allocation to reversion.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO.

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE COUNTY'S MENTAL HEALTH SERVICE ACT (MHSA) INNOVATIONS ROUND 5 PIVOT PROPOSAL FOR FISCAL YEAR (FY) 2025-2026 THROUGH FY 2027-2028

WHEREAS, in November 2004, California voters passed Proposition 63, which was enacted into law in 2005 and revised in 2018, and is known as the Mental Health Services Act (MHSA); and

WHEREAS, the MHSA imposed a 1% tax on adjusted annual income over $1,000,000 for the purpose of reducing the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness; and

WHEREAS, in order to access MHSA funding from the State, counties are required to: 1) develop a three-year MHSA plan and annual updates in collaboration with stakeholders; 2) post each plan for a 30-day public comment and review period; and 3) hold a public hearing on each plan with the county mental health board; and

WHEREAS, in March 2024, California voters passed Proposition 1, which significantly amended the Mental Health Services Act (MHSA) and renamed the law the Behavioral Health Services Act (BHSA), which will begin implementation in 2026; and

WHEREAS, the Mental Health Division of the Napa County Health and Human Services Agency has developed the Napa County MHSA Innovations Round 5 PIVOT Proposal for FY 2025-2026 to FY 2027-2028 based on the Orange County PIVOT Project to assist with the transition from the MHSA to the BHSA; and

WHEREAS, the County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation, 30-day public review and comment period followed by a public hearing, and non-supplantation requirements.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby adopts the Napa County MHSA Innovations Component Round 5 PIVOT Proposal for FY 2025-2026 to FY 2027-2028.

[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 said Board held on the _____ day of _____ 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: */s/ Rachel L. Ross* Deputy County Counsel Date: 6/20/2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____



Program Improvements for Valued Outpatient Treatment (PIVOT)

MHSA INNOVATION Project

Napa County
April 2025

NAPA COUNTY
Health & Human Services Agency

APPENDIX A. Napa County MHSA PIVOT Innovation Proposal

Napa County proposes to join the BHSOAC's previously approved Orange County Program Improvements for Valued Outpatient Treatment (PIVOT) MHSA Innovation Project in order to facilitate the transition from Mental Health Service Act (MHSA) Components to the new Behavioral Health Service Act (BHSA) Components and is utilizing this template provided by Orange County BHSA Program Staff.

County Contact and Specific Dates:

- Primary County Contact:
  Felix Bedolla, MHSA/BHSA Project Manager
  Napa County Behavioral Health
  Felix.Bedolla@countyofnapa.org
  (707) 299-1759
- Date Proposal posted for 30-day Public Review:
  - Monday, March 10 - Wednesday, April 9, 2025
- Date and Location of Local Behavioral Health Advisory Board hearing:
  - Wednesday, April 9, 2025, from 4-6pm, held at the American Canyon City Hall, 4381 Broadway Street, Suite 201, in American Canyon.
- Date for PIVOT proposal to appear before the Napa County Board of Supervisors is still to be determined.

1. PIVOT COMPONENTS:

☒ Full-Service Partnership Reboot

Napa County currently funds Full-Service Partnership (FSP) programs for all age groups. These programs provide intensive outpatient services and case management for individuals living with serious behavioral health conditions. FSP programs will continue to remain a priority under BHSA, as the new legislation requires 35% of the total budget to be directed toward these programs.

Additional BHSA guidelines include:

- Implementing evidence-based practices, such as Intensive Case Management (FSP-ICM, Level 1 Services) Assertive Community Treatment (ACT, Level 2 Services), Forensic Assertive Community Treatment (FACT), Individual Placement and Support (IPS) Supported Employment, High-Fidelity Wraparound (HFW), and Assertive Field-Based Substance Use Disorder (SUD) Treatment services by July 1, 2026.
- Establishing care standards with acuity-based levels and clear step-down criteria.

- Providing outpatient behavioral health services for ongoing evaluation and stabilization.
- Maintaining engagement with clinical and non-clinical services, including housing support.
- Integrating Substance Use Disorder (SUD) services.

In response to these new guidelines, Napa County must evaluate its FSP programs to define levels of care and establish clear criteria for step-down services. This will necessitate administrative adjustments, including updates to workflows, operational processes, and staff training to ensure FSP programs align with the new legislative requirements and meet EBP fidelity standards.

PIVOT Component Purpose

The purpose of this PIVOT component is to prepare Napa Behavioral Health for the transition to BHSA by supporting activities to strengthen administrative and service processes.

Component Activities and Objectives may include, but are not limited to:

- Mapping FSP service models, including the Navigation and High-Fidelity Wraparound (HFW) programs, through staff and clinician interviews.
- Reviewing policies, procedures, and forms to assess eligibility, intake, staffing, and service use, while identifying gaps in relation to new requirements.
- Collaborating with staff and stakeholders to adjust service models for new care Level 1 and Level 2 and other evidence-based practices (FACT, IPS, etc.).
- Standardizing practices to enhance consistency, efficiency, and revenue generation across FSP programs.
- Defining step-down criteria, streamlining transitions between care levels, and establishing tracking systems to monitor member progress.
- Developing Key Performance Indicators (KPIs) aligned with BHSA and BH Connect goals to monitor outcomes and service efficiency.
- Creating a training plan to support the transition and ensure compliance with new standards.
- Utilizing findings to inform Napa County's BHSA Three Year Integrated Plan, ensuring it reflects lessons learned as well as new standards and requirements.

Napa County's PIVOT Proposal will strengthen its administrative infrastructure and ensure successful adaptation to the BHSA transition.

☒ Developing Capacity for Specialty MH Plan Services with Diverse Communities

Napa County, home to approximately 138,795 residents, is characterized by its rich diversity and unique challenges. The county's racial composition includes 51% non-Hispanic White, 34.7% Hispanic/Latino, 8% Asian, 3.8% identifying as two or more races, and 2% Black or African American. Native Hawaiian and other Pacific Islanders, American Indian and Alaska Native, and

those identifying as "some other race" each represent under 1% of the population. Spanish is recognized as a threshold language, reflecting the significant Hispanic/Latino community. Napa also has a higher proportion of older adults than the state average, with 21% of the population aged 65-84 and 3% aged 85 or older. In contrast, 18.2% of the population is under 18, compared to the statewide average of 22.7%. The older adult population is growing rapidly, with projections indicating a 15% increase by 2030. Napa County also has a growing Filipino and Asian community of 7.91%, primarily located in its southernmost city of American Canyon.

While Napa County HHSA Behavioral Health (MHP and ODS) is committed to serving all community members needing our services, we recognize many face barriers such as housing instability, economic hardship, limited access to bilingual providers, and transportation challenges, which hinder consistent, culturally responsive care. These challenges contribute to lower-than-expected penetration rates, emphasizing the need for inclusive strategies and strong partnerships with organizations that reflect Napa County's diversity.

Our Prevention and Early Intervention (PEI) investments have been crucial in expanding culturally responsive, community-driven services that reduce stigma and promote early identification of behavioral health needs. PEI funding has helped foster partnerships with Community-Based Organizations (CBOs), delivering prevention programs, peer support, and school-based services in under-resourced and underserved communities.

With BHSA funding reductions, sustaining these partnerships is critical. As funding sunsets between June 2025 and June 2026, CBOs will need alternative sources of funding to sustain services. While direct PEI funding ends, we remain committed to supporting these organizations through technical assistance and training to explore sustainability in order to continue their essential work.

PIVOT Component Purpose

Napa County will leverage INN funding to help PEI providers explore new opportunities and build capacity to access Medi-Cal revenue streams. This includes drawing down revenue for specialty and non-specialty services, such as Certified Peer services, Managed Care Plan (MCP) programs like Enhanced Care Management (ECM) and Community Supports (CS), and Mental Health Medi-Cal Administrative Activities (MH MAA), which cover outreach and engagement.

Component Activities and Objectives may include, but are not limited to:

- Conducting strategic planning to identify funding opportunities and assess providers' readiness for peer certification and Medi-Cal participation.

- Guiding providers through SMHS and DMC-ODS certification, while strengthening capacity with technical assistance and training in administration, billing, documentation, and compliance to support sustained Medi-Cal billing.
- Supporting the integration of Culturally Defined Evidence Practices (CDEPs) aligned with Medi-Cal billing requirements.
- Assisting in peer certification, including training and integrating peer roles into services.
- Developing tailored action plans to guide providers through certification and funding access.
- Utilizing findings to inform and enhance Napa County's BHSA Three Year Integrated Plan, ensuring it reflects lessons learned as well as new standards and requirements.

These efforts will ensure Napa County's provider network is well-equipped to navigate the evolving behavioral health landscape, sustain essential partnerships, and deliver high-quality, culturally responsive care to our communities.

☒ Innovating Countywide Workforce Initiatives

Napa County Behavioral Health is committed to fostering a robust, skilled workforce capable of meeting the evolving needs of our community. This Innovation (INN) project focuses on building training capacity, implementing evidence-based practices, and enhancing integration efforts across behavioral health services. By strengthening our workforce infrastructure, we aim to support the successful rollout of key initiatives, including BHSA, BH-CONNECT, Peer Certification, and the SmartCare EHR system. This effort includes both county staff and contracted community partners, ensuring a unified, well-equipped team to deliver high-quality services and care.

PIVOT Component Purpose

This PIVOT component is designed to prepare Napa County for the upcoming BHSA transition by reinforcing administrative and clinical training processes. Activities will focus on enhancing workforce capabilities to ensure seamless integration of new systems and BHSA standards.

Component Activities and Objectives may include, but are not limited to:

• Building Training Capacity Across the System

Develop training programs to enhance staff competencies and ensure consistent service quality across all behavioral health services. This includes creating a centralized training infrastructure to deliver Evidence-Based Practices (EBPs) and support system integration efforts.

• Implementing EBPs as Part of BHSA and BH-CONNECT

Successful implementation of BHSA and BH-CONNECT requires staff proficiency in EBPs. Napa County Behavioral Health will be implementing a new Electronic Health Record (EHR) - SmartCare - rollout in October 2025, which will be pivotal in this process. Comprehensive staff training and

support will be essential to the success of the SmartCare EHR rollout and will directly impact BHSA's effectiveness.

• **EHR Training and Support (Super Users, Documentation, and Revenue)**

Enhance SmartCare's online training curriculum with in-person sessions, Technical Assistance (TA), and ongoing support. Onboarding and Quality Assurance (QA) efforts will focus on:

- Reinforcing clinical best practices
- Streamlining data collection processes
- Reducing documentation time
- Increasing revenue through improved billing accuracy

• **Supporting and Training Staff for MH/SUD Integration Activities**

Provide targeted training and resources to support the integration of Organized Delivery System (ODS) and Mental Health Plan (MHP) services. Focus areas include:

- Planning and implementation activities for seamless service delivery
- Integrated 24/7 Access Line operations and service coordination
- Screening procedures and clinical service protocols

Through these efforts, Napa County aims to create a resilient, knowledgeable workforce prepared to navigate the complexities of behavioral health service delivery. This will ensure high-quality, culturally responsive care that meets the needs of our diverse communities.

2. LOCAL COMMUNITY PLANNING PROCESS

Napa County Behavioral Health initiated an inclusive community planning process to guide the development of this Innovation (INN) proposal. Feedback was solicited from a diverse range of stakeholders to ensure the project reflects the community's unique needs and perspectives.

- **Mental Health Stakeholder Advisory Committee (SAC):** On February 5, 2025, feedback was gathered from the SAC, a diverse group of stakeholders representing health care, public health, law enforcement, education, family advocacy, LGBTQ services, consumer advocacy, and mental health organizations. This session focused on identifying gaps in the behavioral health workforce and opportunities to strengthen integration and training across the system and support CBOs during the transition to BHSA.
- **Monthly Behavioral Health Leadership Meeting:** The proposal was further refined during the Napa County Health and Human Services Agency Behavioral Health Division's Leadership Team meeting on February 6, 2025. Managers and Supervisors discussed and provided input on the alignment of proposed workforce initiatives with broader BHSA goals and SmartCare EHR implementation strategies.
- **Napa County Older Adults Assessment (NOAA):** Conducted between September 2022 and June 2024, the NOAA formed the basis of Napa County's Master Plan for Aging. This

comprehensive assessment identified key barriers to behavioral health access for older adults, informing the integration components of this proposal.

- **2023 Napa County Community Health Assessment (CHA):** Created collaboratively by Napa County HHSA and Providence Queen of the Valley Medical Center, the CHA highlighted workforce shortages and service disparities across the county. The insights from this report helped shape the objectives of this INN proposal, emphasizing the need for a well-trained, culturally responsive behavioral health workforce.

3. LOCAL NEED

Napa County's diverse population and evolving behavioral health landscape underscore the urgent need for workforce development and integration initiatives.

- **Workforce Shortages and Integration Challenges:** The 2023 CHA identified critical behavioral health workforce shortages, leading to delayed care and limited access to specialized services. These shortages, combined with the upcoming implementation of SmartCare EHR in October 2025, necessitate creative recruitment and retention strategies to ensure a diverse workforce that meets the needs of the community. Comprehensive staff training and support will ensure the delivery high fidelity services and a seamless transition to BHSA.
- **Disparities in Behavioral Health Access:** Both the CHA and NOAA highlighted disparities in mental health outcomes, particularly among Latinx populations and rural, geographically underserved communities in north and south areas of Napa County. Culturally responsive outreach and engagement, co-location in these geographically underserved communities and culturally competent training programs are essential to address these inequities and ensure equitable access to care.
- **Older Adults and Behavioral Health:** The NOAA revealed that older adults in Napa County face increased isolation, transportation barriers, and a lack of culturally appropriate services. These findings emphasize the need for integrated care models and workforce training tailored to the unique needs of older adults. The BH Division has several Older Adult Prevention Programs that will need support to transition to more sustainable funding sources once the PEI programs sunset on June 30, 2026.

Through this INN proposal, Napa County aims to address these critical workforce and service integration needs, ensuring the successful implementation of BHSA, BH-CONNECT, and SmartCare while improving access and outcomes for all community members.

4. ALIGNMENT WITH BHSA:

This INN proposal aligns with the Behavioral Health Services Act (BHSA) by directly addressing key priorities and funding requirements outlined in the new legislation. The proposal supports Napa County's transition to BHSA by:

- **Focusing on Full-Service Partnerships (FSPs):** The proposal prioritizes FSP programs, ensuring that 35% of the total budget is directed towards comprehensive, evidence-based care for individuals with serious behavioral health conditions. This aligns with BHSA's emphasis on high-quality, intensive outpatient services.
- **Enhancing Workforce Retention, Education and Training:** The proposal invests in workforce development to meet the BHSA's requirements for evidence-based practices (EBPs) and integrated care models. By recruiting, retaining and training staff in EBPs like ACT, FACT, and IPS Supported Employment, and other EBPs, the proposal strengthens Napa County's capacity to deliver effective, person-centered care.
- **Supporting System Integration:** The proposal facilitates the integration of Mental Health Plan (MHP) and Organized Delivery System (ODS) services, addressing BHSA's call for seamless service coordination and cross-system billing. This integration ensures comprehensive care for individuals with mental health and substance abuse disorders as well as co-occurring mental health and substance use disorders.
- **Expanding Housing and Community Supports:** The proposal aligns with BHSA's focus on housing interventions by maintaining engagement with clinical and non-clinical services, including housing support, for FSP participants.
- **Promoting Data-Driven Decision Making:** The SmartCare EHR implementation and associated training efforts support BHSA's expanded reporting requirements, ensuring that Napa County's behavioral health services are data-informed and outcomes-driven.

Through these strategic initiatives, the proposal ensures that Napa County Behavioral Health is well-positioned to meet BHSA's new standards and deliver high-quality, equitable care to all community residents.

5. SUSTAINABILITY

The sustainability of this INN project is built into its design, ensuring that successful practices and system improvements continue after INN funding ends. Some parts of the project will create lasting capacities that don't need ongoing investment, while others will identify best practices that can be supported through existing funding.

- **Building Lasting Capacity:** The training systems and administrative improvements created by this project will set the stage for long-term progress. Once in place, streamlined workflows, integrated care models, and EHR optimization will keep benefiting Napa County Behavioral Health without needing more INN funding.
- **Sustaining Best Practices through BH-CONNECT and Revenue Optimization:** The project will develop effective workforce training and service delivery strategies. These will be supported through other funding sources including BH-CONNECT incentives and revenue optimization.

By improving documentation and billing accuracy, the project will increase Medi-Cal reimbursements, creating a self-sustaining financial model.

- **Aligning with Department of Health Care Services (DHCS) Behavioral Health Transformation (BHT):** The project helps Napa County align with California DHCS Behavioral Health Transformation goals. By integrating Mental Health and Substance Use Disorder services and improving care coordination, Napa County will stay competitive for future state and federal funding.

These strategies will help Napa County Behavioral Health sustain the improvements from this INN project, benefiting staff, clients, and the wider community.

6. BUDGET NARRATIVE

Total Proposed Budget: $290,380

- **County Costs:** $ 13,828
- **Contractor Costs:** $276,552

Budget by Fiscal Year and Specific Budget Category for County-Specific Needs:

Category	FY 25/26	FY 26/27	FY 27/28	Total
Consultants	$50,000	$50,000	$50,000	$150,000
Training & TA Providers	$42,184	$42,184	$42,184	$126,552
5% Administrative (Indirect)	$4,609	$4,609	$4,609	$13,828
Total Requested Budget	**$96,793**	**$96,793**	**$96,793**	**$290,380**

Detailed Budget Justification

Consultants – $150,000

Consultant services are essential for the successful implementation and evaluation of the INN project, ensuring alignment with BHSA guidelines and the objectives outlined in the proposal. Consultants will provide specialized expertise in program design, data analysis, and evaluation strategies crucial for meeting new BHSA requirements. Costs are evenly distributed over three fiscal years, with **$50,000 allocated annually over three years** to support:

- Mapping **FSP** service models, including Navigation and High-Fidelity Wraparound (HFW) programs, and refining care standards with acuity-based levels and step-down criteria
- Reviewing policies, procedures, and forms to assess eligibility, intake, staffing, and service use, identifying gaps with new requirements
- Collaborating with staff and stakeholders to adjust service models for new care levels and evidence-based practices like **ACT** and **FACT**

- Developing KPIs and data collection systems to monitor member progress and service efficiency, aligned with **BHSA** and **BH-CONNECT** goals
- Utilizing findings to inform and support drafting of **Napa's BHSA Three Year Integrated Plan**, ensuring it reflects lessons learned and new standards.

Training and Technical Assistance (TA) Providers – $126,552

Training and TA providers will play a critical role in building the capacity of both **county staff** and **contracted community partners**, ensuring workforce readiness for **BHSA**, **BH-CONNECT**, and **SmartCare EHR** implementation. This includes the development of culturally responsive practices, integration of evidence-based practices, and administrative enhancements for sustained funding. **$42,184 annually for three years** will fund:

- Conducting strategic planning to identify funding opportunities and assess providers' readiness for **SMHS** and **DMC-ODS** certification
- Ongoing staff and contractor training in innovative practices, including **IPS Supported Employment**, **High-Fidelity Wraparound**, and **Culturally Defined Evidence Practices (CDEPs)**
- Technical assistance for **SmartCare EHR** implementation, focusing on documentation, billing accuracy, and quality assurance
- Supporting Peer Certification, including recruitment, training and integrating peer roles into services and billing
- Training in evaluation methods to support continuous quality improvement and sustain **Medi-Cal** revenue streams

Indirect Costs (Administrative) – $13,828 Total (5%)

Administrative costs, capped at **5%**, support project oversight, fiscal management, and compliance with state and local regulations. **$4,609 per year over three years** will cover:

- Fiscal and administrative oversight to ensure proper fund utilization and compliance with **BHSA** and **MHSA** standards
- Coordination of project activities across **county departments** and **community partners**, ensuring alignment with **PIVOT** components
- Reporting and monitoring activities, including integration of findings into **Napa's BHSA 3-year plan**

Total Requested Budget: $290,380

This budget reflects **Napa County's** commitment to the successful implementation of the **INN project** while maintaining fiscal responsibility. The allocation supports a balanced approach between direct services, capacity building, and administrative oversight, ensuring alignment with **MHSA** objectives, **BHSA** requirements, and community-identified needs.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1238

TO: Board of Supervisors

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

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Agreement with Kaiser Foundation Health Plan, Inc., related to Intergovernmental Transfer of Public Funds (IGT)

RECOMMENDATION

Approve and authorize Agreement No. 260060B with Kaiser Foundation Health Plan, Inc., for the term upon approval through June 30, 2026, and subsequent automatic renewals, to provide Medi-Cal managed care capitation rates as a result of intergovernmental transfers from Napa County to the California Department of Health Care Services and to maintain the availability of health care services for Napa County beneficiaries. (No Fiscal Impact)

BACKGROUND

Since January 1, 2024, Kaiser Foundation Health Plan, Inc., has contracted with the Department of Health Care Services (DHCS) to deliver managed health care services for low-income individuals and families eligible for Medi-Cal across thirty-two counties, including Napa. Kaiser serves approximately 20% of the Medi-Cal population in Napa County, while the remaining 80% is covered by Partnership HealthPlan. This agreement outlines the process for Kaiser beneficiaries to access health care services provided by Napa County, enabling the county to access Kaiser's managed care capitation rate increases through the Intergovernmental Transfer (IGT) process.

The Intergovernmental Transfer (IGT) process is a funding mechanism under Section 1903(w)(a) of the Social Security Act, which States and local governments utilize, under certain circumstances, to obtain additional federal matching dollars for Medicaid programs. These funds become available when the State claims federal funds for use in the California Medi-Cal system at a level that is less than the maximum allowable federal funding level. The difference between the maximum allowable federal funding level and the actual amount drawn down by the State is referred to as “headroom.” This “headroom” of unused federal reimbursement is available to be drawn down by counties and other public entities through an IGT.

The County's Health and Human Services Agency (HHSA) has participated in the IGT process since Fiscal Year 2013-2014 with Partnership Health Plan and the funding has made possible new programs that improve access to services and address service gaps or shortfalls by enhancing, expanding or otherwise supporting health-related services that are not already funded under the Medi-Cal system for Napa County residents. This agreement allows Kaiser to pass through additional federal Medicaid matching funds to Napa County to enable the County to provide health care services to Napa County residents.

This Agreement will not generate additional revenue for HHSA, as the Medi-Cal population remains unchanged but is now managed by two different plans.

Requested Action:

1. Approve and authorize Agreement No. 260060B with Kaiser Foundation Health Plan, Inc., for the term upon approval through June 30, 2026, and subsequent automatic renewals, to provide Medi-Cal managed care capitation rates as a result of intergovernmental transfers from Napa County to the California Department of Health Care Services and to maintain the availability of health care services for Napa County beneficiaries.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement arranges for Kaiser Foundation Health Plan beneficiaries to access health care services provided by Napa County, which then allows Napa County to access Kaiser's managed care capitation rate increases through the Intergovernmental Transfer (IGT) process.
Is the general fund affected?	No
Consequences if not approved:	Without this agreement Napa County would be unable to participate in the IGT process, which would result in a loss of revenue.

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.

HEALTH PLAN-PROVIDER AGREEMENT

BY AND BETWEEN

KAISER FOUNDATION HEALTH PLAN, INC.

AND

NAPA COUNTY HEALTH AND HUMAN SERVICES AGENCY

TO IMPLEMENT THE VOLUNTARY RATE RANGE PROGRAM INTERGOVERNMENTAL TRANSFERS

This Health Plan-Provider Agreement to implement Voluntary Rate Range Program (VRRP) Intergovernmental Transfers ("IGTs") ("IGT AGREEMENT") is entered into by and between Kaiser Foundation Health Plan, Inc., a California nonprofit public benefit corporation, on behalf of its Northern California region, hereinafter referred to as "PLAN", and Napa County Health and Human Services Agency, hereinafter referred to as "PROVIDER", and is made effective as of the last date it is signed by the parties (the "Effective Date").

RECITALS:

WHEREAS, PLAN is a health care service plan licensed under and subject to the Knox-Keene Care Service Plan Act of 1975, as amended, and is a party to a Medi-Cal managed care contract with the California Department of Health Care Services ("DHCS") pursuant to which PLAN arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members, including Medi-Cal members residing in the North Bay Rating Region (as defined by DHCS).

WHEREAS, PROVIDER provides medical and social services to Medi-Cal beneficiaries residing in the North Bay Rating Region.

WHEREAS, PROVIDER desires to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries by making annual IGTs to DHCS, enabling DHCS to secure additional federal funds that DHCS will provide PLAN through capitation rate range increases;

WHEREAS, PLAN desires to transfer an applicable portion of such capitation rate range increases from DHCS to PROVIDER; and

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to document the IGT process applicable to PLAN and PROVIDER, and the total amounts transferred from PLAN to PROVIDER.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs") from DHCS where the nonfederal share is funded by PROVIDER specifically pursuant to the provisions of this IGT AGREEMENT regarding transfer of public funds effective during the applicable rating period, PLAN shall, subject to the conditions set forth in Section 1.B below, make payments to PROVIDER in the amount of the IGT MMCRRIs received from DHCS. Such payments from PLAN to PROVIDER are referred to herein as Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT payments and shall be made in accordance with Section 1.C below, subject to reconciliation as described in Section 1.D below. LMMCRR IGT payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER under any separate contractual agreements.

B. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition of receiving LMMCRR IGT payments under this IGT AGREEMENT, PROVIDER represents and warrants that it shall, as of the date any LMMCRR IGT payment is payable hereunder:

(1) Remain a Medi-Cal enrolled provider;
(2) Remain in material compliance with its obligations under this IGT AGREEMENT and applicable law;
(3) Maintain its capacity to serve as a provider of medical and social services

C. Timing of Payments

Subject to Sections 1.B and E hereof, PLAN agrees to pay to PROVIDER LMMCRR IGT payments no later than forty-five (45) calendar days after PLAN's receipt of each IGT MMCRRI payment from DHCS.

D. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRI payments were received by PLAN from DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. The reconciliation processes established under this Section are distinct from the indemnification provisions set forth in Section 4 of this IGT AGREEMENT. PLAN agrees to transmit to the PROVIDER any uncontested underpayment of LMMCRR IGT payments within thirty (30) calendar days of the PLAN's identification of such underpayment.

Any disputes between the parties regarding overpayments or underpayments shall be resolved in accordance with Section 5 below.

E. Plan Compensation

(1) As compensation for its administrative services in connection with this IGT AGREEMENT, PLAN shall retain a two percent (2%) administrative fee based on the total amount of each IGT MMCRRI payment received from DHCS.

(2) PLAN shall not retain any other portion of the IGT MMCRRI payments received from DHCS other than those specified above.

F. Consideration

(1) As consideration for the LMMCRR IGT payments, PROVIDER shall use the LMMCRR IGT payments solely for the following purposes and shall treat the LMMCRR IGT payments in the following manner:

(a) The LMMCRR IGT payments shall represent compensation for Medi-Cal services rendered to PLAN's Medi-Cal members by PROVIDER during the State fiscal year to which the LMMCRR IGT payments apply.

(b) To the extent total payments received by PROVIDER for a State fiscal year under this IGT AGREEMENT exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during such fiscal year, any remaining LMMCRR IGT payment amounts shall be retained by PROVIDER and shall be expended solely for health care services. Retained LMMCRR IGT payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1)(b) above, if the retained LMMCRR IGT payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received LMMCRR IGT payments pursuant to this IGT AGREEMENT, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT payments received, but not used. These retained PROVIDER funds may be commingled with other PROVIDER funds for cash management purposes, provided that such funds are appropriately tracked, and only the depositing facility is authorized to expend them.

(3) None of these funds, either from the PLAN or federal matching funds, will be recycled back to the PROVIDER's general fund, the State, or any other intermediary organization. Payments made under the terms of this IGT AGREEMENT constitute patient care revenues.

2. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT payments shall be limited as described in this Section. PLAN may request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT payments were made by PLAN to PROVIDER, that PROVIDER submit a written confirmation to PLAN that states whether and how PROVIDER complied with the provisions set forth in Section 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation within thirty (30) calendar days of PLAN's request.

3. Dispute Resolution

A. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT payments to the full extent permitted by law, on behalf of the safety net in the North Bay Rating Region in which PROVIDER renders services.

B. Meet and Confer

If a dispute arises between the parties relating to this IGT AGREEMENT, either party may by written notice call a meeting regarding such dispute to be attended by a representative of each party who has the authority to negotiate and bind that party to a resolution. The parties will attempt in good faith to resolve the dispute through this process prior to seeking other available remedies or recourse. In the event such informal efforts at dispute resolution are not successful, either party may seek whatever remedies and/or recourse may be available in accordance with this IGT AGREEMENT and applicable law.

4. Indemnification

PROVIDER shall defend, indemnify and hold PLAN, its affiliated and related entities, and its and their respective officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims from injury or damages arising out of the performance of this IGT AGREEMENT but only in proportion to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, employees or agents.

PLAN shall defend, indemnify and hold PROVIDER, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's

fees), or claims for injury or damages arising out of the performance of this IGT AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims or injury or damages are caused by or result from the negligent or intentional acts or omissions of PLAN, its officers, employees or agents.

5. Severability

If a court of competent jurisdiction declares any provision of this IGT AGREEMENT or application thereof to any person or circumstances to be invalid or if any provision of this IGT AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this IGT AGREEMENT or the application thereof shall remain valid and the remaining provisions of this IGT AGREEMENT shall remain in full force and effect, to the extent the provisions of this IGT AGREEMENT are severable.

6. Status of Parties

Each party is, and shall always be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this IGT AGREEMENT. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This IGT AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

7. Term and Termination

The term of this IGT AGREEMENT shall commence on the Effective Date and, unless terminated earlier in accordance with this Section 7, will continue until the one-year anniversary of the Effective Date. Thereafter, this IGT AGREEMENT shall automatically renew for successive one-year terms, unless either party terminates this IGT AGREEMENT in accordance with this Section 7. Either party may immediately terminate this IGT AGREEMENT, by giving written notice of termination to the other Party, if (1) participation in the VRRP is no longer desired, or (2) DHCS discontinues VRRP. Notice of termination should be sent to the address set forth below.

8. Amendment

This IGT AGREEMENT may only be amended or modified in writing, executed by both Parties.

9. Notice

Any notice required or desired to be given pursuant to or in connection with this IGT AGREEMENT must be given in writing, addressed to the noticed party at the address set forth below. All notices provided under this IGT AGREEMENT shall be in writing, signed by an authorized signatory, and shall be deemed given upon receipt if sent as follows: (i) personally delivered; (ii) sent by registered U.S. mail, postage prepaid by sender, with confirmed delivery; (iii) sent by a commercial service with confirmed delivery; or (iv) sent by certified mail (return receipt requested). Any party may change its address for notice purposes by written notice to the other party.

If to PLAN:

Kaiser Foundation Health Plan, Inc.
Attention: Kaycee Velarde
1 Kaiser Plaza, 25th Floor
Oakland, CA, 94612
Telephone: (626) 639-5374
Email: Kaycee.B.Velarde@kp.org; and
Medi-Cal-Contract-Management-Regulatory@kp.org

If to PROVIDER:

Napa County Health and Human Services Agency
Attention: Kimberly Danner
2751 Napa Valley Corporate Drive, Building B
Napa, CA 94558
Telephone: (707) 253-4426
Email: kimberly.danner@countyofnapa.org; and jennifer.yasumoto@countyofnapa.org

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

PLAN: Kaiser Foundation Health Plan, Inc.

By: _____ Date_____

Mark A. Southworth
Executive Director, CA & HI Medicaid Finance
Kaiser Foundation Health Plan, Inc.

PROVIDER: Napa County Health and Human Services Agency

By: _____ Date_____

Anne Cottrell
Chair, Board of Supervisors
Napa County

APPROVED AS TO FORM
Office of County Counsel
By: Rachel L Ross
Date: 6/27/25

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1305

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Agreement No. 260047B with Expressions of Hope

RECOMMENDATION

Approve and authorize Agreement No. 260047B with Expressions of Hope for the term July 1, 2025 through June 30, 2026, and subsequent automatic renewals, for a contract maximum of $46,997 to provide Resource Family Approval pre-approval training to meet State training requirements. (Fiscal Impact: $46,997 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

The Resource Family Approval (RFA) Program was implemented by the California Department of Social Services (CDSS) to be a new family-friendly and child-centered caregiver approval process that combines elements of the current foster parent licensing, relative approval, and approvals for adoption and guardianship processes and replaces those processes.

The RFA Program is streamlined and eliminates the duplication of existing processes; unifies approval standards for all caregivers, regardless of the child's case plan; includes a comprehensive psychosocial assessment, home environment check, and training for all families, including relatives; prepares families to better meet the needs of vulnerable children in the foster care system; and allows seamless transition to permanency.

Expressions of Hope (EOH) will provide high-quality, trauma-informed RFA training following the curriculum provided by Napa County Health and Human Services Agency (HHSA) Child Welfare Services (CWS) Division. Their training style is interactive, trauma-informed, and culturally responsive, combining evidence-based practices with real-life experiences to ensure caregivers feel empowered, supported, and fully prepared to navigate the CWS System.

Expressions of Hope is a local vendor and they were awarded this contract as the result of a formal Request for Proposals. These services were previously provided by another vendor. Expressions of Hope also oversees the Kinship Support Services Program (KSSP) through another agreement with HHSA's CWS and the services provided through these programs complement each other and are well served by EOH's extensive knowledge of these supports to our community.

Requested action:

1. Approve and authorize Agreement No. 260047B with Expressions of Hope for the term July 1, 2025 through June 30, 2026, and subsequent automatic renewals, for a contract maximum of $46,997 to provide Resource Family Approval pre-approval training to meet State training requirements.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Child Welfare Services Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	These mandated services would not be provided and local Resource Families would lack the support and training needed to complete their RFA pre-approval training.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260047B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **EXPRESSIONS OF HOPE,** a California nonprofit, whose mailing address is 1370 Trancas Street #791, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide high-quality, trauma-informed Resource Family Approval (RFA) training following the curriculum provided by COUNTY; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

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

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **ANNE COTTRELL, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Peggy Smith **PEGGY SMITH, Executive Director** Diana Rosales **DIANA ROSALES, Operations Manager**

Maximum Amount of this Agreement: $46,997.00 per fiscal year Term Expires: June 30, 2026 Automatic renewal of term applies.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Corey S. Utsurogi* Date: 7/8/25

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260047B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

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

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

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Veronica Piper-Jefferson, Deputy Director Child Welfare Services, 2751 Napa Valley Corporate Drive, Building B, 1st Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Peggy Smith, Executive Director, 1370 Trancas Street #791, Napa, CA 94558.

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

1.7 The source of funding for this Agreement shall be: Title IV-E, 1991 & 2011 Realignment, State General Fund (SGF) Resource Family Approval (RFA), and Health and Human Services Agency (HHSA) General Fund.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

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

SECTION 2. General Terms and Conditions.

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

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

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

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

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

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

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

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

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

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

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

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

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

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

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

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

3.2 Source Funding.

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

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

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

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

SECTION 4. Incorporated Documents.

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

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

EXHIBIT A
SCOPE OF WORK
July 30, 2025 through June 30, 2026
(and each subsequent automatic renewal)

Expressions of Hope (CONTRACTOR) shall provide Resource Family Approval (RFA) pre-approval training services to prospective Resource Families to meet State training requirements. CONTRACTOR agrees to provide the following consulting services, as needed.

CONTRACTOR RESPONSIBILITIES

A. CONTRACTOR will consult with Napa County (COUNTY) staff to coordinate the RFA pre-approval training program and selection of the trainer to meet RFA - preapproval training needs. An ongoing dialogue will take place between CONTRACTOR and COUNTY to modify and update training curriculum, as needed.

B. CONTRACTOR will provide pre-approval RFA training to increase the ability of caregivers to provide assistance, support, and care to foster and adoptive children. Training shall be designed to:
   - Support Child Welfare Services (CWS) program mandates and initiatives;
   - Meet training needs required to implement those initiatives;
   - Enhance resource families' knowledge and skills;
   - Increase participant's cultural awareness and responsiveness;
   - Educate resource families on laws and regulations that affect child welfare; and
   - Emphasize trauma-informed, safety, permanency, and well-being in all training related activities.

C. CONTRACTOR will provide training sessions, as follows:
   - Six (6) RFA pre-approval training cohorts per year in English. Pre-approval training in Spanish will be provided based on need.
   - Each cohort includes eighteen (18) hours of pre-service training. Topics shall include Child Welfare Overview, understanding roles, Supporting Diverse Developmental Needs, Trauma informed caregiving, Separation, Loss and Grief, and Positive Parenting.
   - The first training class (Intro to Child Welfare) is conducted by COUNTY CWS staff with CONTRACTOR's staff observing at no cost. In the event CWS staff are unable to train the first class, CONTRACTOR will train this class.
   - The remaining training courses are conducted by a CONTRACTOR trainer, with CWS staff attending 1-2 hours of the second training (Understanding your Role) and sixth training (Positive Parenting & Graduation).

- CONTRACTOR will use COUNTY's existing training curriculum and update as directed by COUNTY. CONTRACTOR will translate existing training curriculum from English to Spanish and update as directed by COUNTY.
- All food and class materials will be provided by CONTRACTOR.
- Trainings may take place in a virtual setting. As needed, CONTRACTOR must use a COUNTY location, or another agreed upon venue for in-person trainings.
- Make-up sessions are to be provided after approved in consultation with COUNTY's RFA Supervisor.
- A RFA parent partner shall be included in RFA pre-service classes to answer questions and provide support in learning.

CONTRACTOR shall incorporate a Resource Family Coach Coordinator, a specialized class for kin caregivers, and additional trainers or curriculum development, as requested by COUNTY.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County CWS staff, employees, or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827**. Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

EXHIBIT B
COMPENSATION
July 1, 2025 through June 30, 2026
(and each subsequent renewal)

CONTRACTOR shall be compensated at the rates listed below for deliverables listed in Exhibit A per County fiscal year. COUNTY agrees to pay claims of CONTRACTOR based upon work performed and submitted to COUNTY.

BUDGET

TRAINING PERSONNEL	HOURLY RATE OR PER MODULE	FTE	BUDGET
Cost Per Module (FLAT RATE) for Spanish or English training. Includes lead trainer & co parent trainer - pre and post training time, and travel time - if in person, and cost of additional expert if included in training.	$550/module		$22,000.00
Make up training (per county approval)	$250/module		$1,500.00
RFA Training Coordinator	$20.00/hour	0.25	$10,400.00
Subtotal of Training Personnel Expenses		**0.25**	**$33,900.00**
OPERATING & EQUIPMENT			
Office Lease and Utilities. Location of Coordinator performing administrative tasks.			$1,245.00
Material fee per person. Includes printing materials, handouts, binder or flash drive (per applicant request), food, and refreshments.	$85/person		$4,080.00
Curriculum development or updates	$80/hour		$2,000.00
Childcare Stipend to support participants			$1,500.00
Subtotal of Operating & Equipment Expenses			**$8,825.00**
SUBTOTAL PROGRAM EXPENSES			**$42,725.00**
INDIRECT EXPENSES 10%			**$4,272.00**
TOTAL BUDGET			**$46,997.00**

CONTRACTOR shall submit claims for payment **within sixty (60) days of the end of the month that the service(s) were provided identified in the claim**. Claims shall include receipts for materials, food, and refreshment purchases. CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than sixty (60) days after the provision of such service(s).

With the approval of the Director of COUNTY's Health and Human Services Agency (HHSA), or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED $46,997.00 PER FISCAL YEAR.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

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

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1126

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Fourth Amendment to Agreement No. 160092B with The Permanente Medical Group, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 160092B with The Permanente Medical Group Inc., for the term of June 1, 2025, through June 30, 2026, with two additional one-year extensions to provide occupational health and safety medical services including pre-employment physical examinations and annual fitness screenings for County employees. (Fiscal Impact: $125,000 Expense; Fund dependent upon department usage; Budgeted; Discretionary)

BACKGROUND

Since 2016, The Permanente Medical Group, Inc. has provided the County with occupational health and safety services, including pre-employment physicals, annual fitness screenings, and return-to-work evaluations. Their large network and standardized operations allow candidates to access pre-employment physicals across Northern California.

This Fourth Amendment to Agreement No. 160092B extends the contract and raises the maximum annual compensation from $75,000 to $125,000. This is not a guaranteed sum, as compensation depends on services rendered. Human Resources, in consultation with County Public Health and Safety, reviewed tuberculosis tests and will now offer a faster, more efficient option. Should departments choose the new test option, costs increase by approximately $125 per test and time to hire can be reduced. Additionally, the June 1, 2025 effective date of the contract is required due to an increase in use towards the end of FY 24-25 for County Fire.

Requested Action: Approve and authorize Amendment No. 4 to Agreement No. 160092B with The Permanente Medical Group Inc., for the term of June 1, 2025, through June 30, 2026, with two additional one-year

extensions.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Individual County departments depending on usage.
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Up to $125,000 annually depending on services rendered.
Consequences if not approved:	The County will not have a vendor to provide pre-employment and annual medical examinations.

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.

FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 160092B
PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT is made and entered into as of this 1st day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and THE PERMANENTE MEDICAL GROUP, INC., a California corporation, whose business address is 1950 Franklin Street, 20th Floor, Oakland, California, 94612, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, On May 1, 2016, COUNTY engaged CONTRACTOR in Agreement No. 160092B-16 to obtain specialized services, as authorized by Government Code section 31000; specifically, occupational health and safety medical services including pre-employment physical examinations and annual fitness screenings for County employees when appropriate and needed; and

WHEREAS, On January 8, 2019, COUNTY and CONTRACTOR amended Agreement No. 160092B-16 to 160092B-19 to revise the listing of billable services and update the pre-employment physical examinations and annual fitness screenings for County classifications; and

WHEREAS, On July 1, 2020, COUNTY and CONTRACTOR amended Agreement No. 160092B-19 to 160092B-20 to revise the listing of billable services and update the pre-employment physical examinations and annual fitness screenings; and

WHEREAS, On July 1, 2022, COUNTY and CONTRACTOR amended Agreement No. 160092B-20 to 160092B-22 to revise the term of the agreement, contract maximum, listing of billable services and update the pre-employment physical examinations and annual fitness screenings; and

WHEREAS, COUNTY and CONTRACTOR also wish to amend Agreement No. 160092B-16 (as amended, the "Agreement") to extend the term of the Agreement with an auto renewal provision.

WHEREAS, COUNTY AND CONTRACTOR wish to amend the Agreement as follows:

1. Paragraph 1 of the Agreement as of the effective date of the fourth amendment shall read:

> **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to

the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 of the Agreement, titled Compensation, shall read as of the effective date of the fourth amendment, as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3", attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) for professional services and ZERO DOLLARS ($0.00) for 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. COUNTY shall monitor the total amount of payments owed to CONTRACTOR and shall immediately notify CONTRACTOR when the maximum payment amount permitted under this Agreement is reached. Notwithstanding anything to the contrary in this Agreement, COUNTY shall be liable for and pay CONTRACTOR for any services provided by CONTRACTOR before COUNTY notified CONTRACTOR of the reaching of the maximum payment amount permitted under this Agreement.

3. All other terms and conditions of Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this fourth Amendment to Agreement 160092B-16 was executed by the parties hereto as of the date first above written.

THE PERMANENTE MEDICAL GROUP, INC.

By Signed by: Amanpreet Dhillon, MD 0F20E566EDA147E...

Amanpreet Dhillon, M.D.
Medical Director, Occupational Health and Safety Services, KPOJ-NCAL

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____

ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy Date May 22, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Napa County
Exhibit "B-3" Compensation

PREPLACEMENT EXAM (PP1)		
300388	Preplacement Physical Exam	$65.00
As Employer Requested:		
86580	PPD, 1 step, placement and reading ***-OR-***	$20.00
86480	QuantiFERON ***-OR-***	$145.00
300406	History/Review of Tests/Brief Screen - No Physical Exam	$42.00
99000	Collection for Drug Screen – Other TPA	$20.00
As Clinically Indicated:		
36415	Venipuncture	$15.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
PREPLACEMENT EXAM (PP2)		
300388	Preplacement Physical Exam	$65.00
300422	PPD, 2 step, 2 placements and readings ***-OR-***	$30.00
86480	QuantiFERON ***-OR-***	$145.00
300406	History/Review of Tests/Brief Screen - No Physical Exam	$42.00
As Employer Requested:		
300415	Respirator Med Clearance/OSHA	$35.00
300410	Respirator Fit Test, qualitative	$41.00
92552	Audiogram, screening	$54.00
99000	Collection for Drug Screen – Other TPA	$20.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	$20.00
94010	Spirometry	$60.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
36415	Venipuncture	$15.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00

86708	Titer: Hepatitis A IgG Antibody (HAAB)	$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
300408	Physician consultation, each 15 minutes	$64.00/15 mins
PREPLACEMENT EXAM (PP3)		
300388	Preplacement Physical Exam	$65.00
As Employer Requested:		
86580	PPD, 1 step, placement and reading ***-OR-***	$20.00
300422	PPD, 2 step, 2 placements and readings	$30.00
300390	DMV/DOT Physical Exam	$115.00
300415	Respirator Med Clearance/OSHA	$35.00
300410	Respirator Fit Test, qualitative	$41.00
92552	Audiogram, screening	$54.00
99000	Collection for Drug Screen – Other TPA	$20.00
As Clinically Indicated:		
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	$40.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
94010	Spirometry	$60.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
300408	Physician consultation, each 15 minutes	$64.00/15 mins
PREPLACEMENT EXAM (PP5)		

300388	Preplacement Physical Exam	$65.00
86580	PPD, 1 step, placement and reading ***-OR-***	$20.00
300422	PPD, 2 step, 2 placements and readings	$30.00
As Employer Requested:		
92552	Audiogram, screening	$54.00
99000	Collection for Drug Screen – Other TPA	$20.00
As Clinically Indicated:		
36415	Venipuncture	$15.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
86580	PPD, 1 step, placement and reading	$20.00
86382	Titer: Rabies Antibody Testing	$43.00
90675	Rabies Vaccine, series of 3 injections	$579.00/injection
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90715	Vaccine: Tdap	$63.00
300408	Physician consultation, each 15 minutes	$64.00/15 mins
POLICE/SHERIFF PREPLACEMENT EXAM (POSTPP)		
300399	POST Physical Exam	$127.00
92552	Audiogram, screening	$54.00
94010	Spirometry	$60.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
86480	QuantiFERON	$145.00
80053	Chem Comprehensive Panel	$41.00
85025	CBC with automated differential	$20.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	$31.00
86803	Titer: Hepatitis C Antibody Screen	$56.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	$40.00
36415	Venipuncture	$15.00
As Employer Requested:		
99000	Collection for Drug Screen – Other TPA	$20.00

As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
81001	Urinalysis with microscopy	$16.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
75571	Cardiac calcium scoring CT scan	$265.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
FIREFIGHTER PREPLACEMENT EXAM (FFPP)		
300398	Firefighter Physical Exam	$127.00
92552	Audiogram, screening	$54.00
94010	Spirometry	$60.00
85025	CBC with automated differential	$20.00
80053	Chem Comprehensive Panel	$41.00
36415	Venipuncture	$15.00
71046	Chest X-Rays (2 views, PA & Lateral)	$75.00
86480	QuantiFERON	$145.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	$31.00
86803	Titer: Hepatitis C Antibody Screen	$56.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	$40.00
As Employer Requested:		
99000	Collection for Drug Screen – Other TPA	$20.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection

90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
81001	Urinalysis with microscopy	$16.00
86580	PPD, 1 step, placement and reading	$20.00
75571	Cardiac calcium scoring CT scan	$265.00
71045	Chest X-Ray, 1 view	$55.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
FIREFIGHTER ANNUAL/PERIODIC EXAM (FFANN)		
300398	Firefighter Physical Exam	$127.00
92552	Audiogram, screening	$54.00
94010	Spirometry	$60.00
80053	Chem Comprehensive Panel	$41.00
85025	CBC with automated differential	$20.00
36415	Venipuncture	$15.00
86480	QuantiFERON	$145.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
As Employer Requested:		
99000	Collection for Drug Screen – Other TPA	$20.00
As Clinically Indicated:		
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
81001	Urinalysis with microscopy	$16.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	$40.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00

86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
75571	Cardiac calcium scoring CT scan	$265.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
HAZMAT BASELINE/ANNUAL/PERIODIC (HAZ)		
300393	Hazardous Worker Exam	$106.00
92552	Audiogram, screening	$54.00
94010	Spirometry	$60.00
80053	Chem Comprehensive Panel	$41.00
85025	CBC with automated differential	$20.00
36415	Venipuncture	$15.00
As Clinically Indicated:		
71046	Chest X-Ray, 2 views	$75.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
ASBESTOS BASELINE (ASBESTOS1)		
300394	Asbestos Exposure Physical Exam	$127.00
94010	Spirometry	$60.00
71048	Chest X-Ray (4 views, PA/Lat, Oblique Projections)	$119.00
300419	B Reader Chest X-Ray	$128.00
82274	Fecal Immunochemical Test – FIT Test	$35.00
As Clinically Indicated:		
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
ASBESTOS ANNUAL/PERIODIC (ASBESTOS2)		
300394	Asbestos Physical Exam	$127.00
94010	Spirometry	$60.00
As Clinically Indicated:		

71048	Chest X-Ray (4 views, PA/Lat, Oblique Projections)	$119.00
300419	B Reader Chest X-Ray	$128.00
82274	Fecal Immunochemical Test – FIT Test	$35.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
LEAD EXPOSURE - BASELINE (LEAD 1)		
300395	Lead Exposure Exam	$106.00
85025	CBC with automated differential	$20.00
85008	Blood Smear; microscopic examination without manual differential WBC	$14.00
83655	Blood Lead	$30.00
80048*	Chem 7 Panel	$33.00
84630	ZPP (Zinc)	$44.00
81001	Urinalysis Gross & Micro	$16.00
36415	Venipuncture	$15.00
As Clinically Indicated:		
94010	Spirometry	$60.00
71046	Chest X-Ray, 2 views	$75.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
84702	Pregnancy Test	$35.00
89230	Semen Analysis	$64.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
LEAD EXPOSURE - ANNUAL OR PERIODIC (LEAD 2)		
83655	Blood Lead	$30.00
84630	ZPP (Zinc)	$44.00
36415	Venipuncture	$15.00
As Clinically Indicated:		
300395	Lead Exposure Physical Exam	$106.00
94010	Spirometry	$60.00
71046	Chest X-Ray, 2 views	$75.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
84702	Pregnancy Test	$35.00
89230	Semen Analysis	$64.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
RESPIRATOR BASELINE/PERIODIC (RESP)		

300415	Review of OSHA Respirator Questionnaire by MD/NP/RN	$35.00
As Employer Requested:		
300410	Respirator Fit Test, qualitative	$41.00
As Clinically Indicated:		
300391	Respirator Clearance Physical Exam	$64.00
94010	Spirometry	$60.00
71046	Chest X-Ray (2 views)	$75.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
DMV/DOT EXAM (DMV/DOT)		
300390	DMV/DOT Physical Exam	$115.00
As Clinically Indicated:		
92552	Audiogram, screening	$54.00
VACCINATION ONLY (VAX)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	$42.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
90675	Rabies Vaccine, series of 3 injections	$579.00/injection
LABORATORY ONLY (LAB)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	$42.00
36415	Venipuncture	$15.00
As Clinically Indicated:		
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	$40.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00

86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
86382	Titer: Rabies Antibody Testing	$43.00
TB CLEARANCE PPD – INTRADERMAL SKIN TEST (PPD/TB CLEARANCE)		
86580	PPD, 1 step, 1 placement and reading **–OR–**	$20.00
86480	QuantiFERON	$145.00
As Clinically Indicated:		
36415	Venipuncture	$15.00
300422	PPD, 2 step, 2 placements and readings	$30.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
99211	Brief encounter with non-MD Provider **(PPD-Review of Symptoms Form)**	$25.00
URINE DRUG AND BREATH ALCOHOL TESTING (DRUG)		
99000	Collection for Drug Screen – Other TPA	$20.00
As Indicated:		
82075	Breath Alcohol Testing (BAT) – Other TPA	$30.00
300421	Breath Alcohol Testing (BAT), Confirmatory – Other TPA	$30.00

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1201

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Directing the Chief Human Resources Officer to Initiate a Contract Amendment to Implement Retirement Cost Sharing Contributions Changes for Unrepresented Management Miscellaneous, Unrepresented Confidential Miscellaneous, and Unrepresented Management Safety Employees

RECOMMENDATION

Adopt a Resolution directing the Chief Human Resources Officer to initiate a contract amendment to implement the retirement cost sharing contributions for Unrepresented Management Miscellaneous, Unrepresented Confidential Miscellaneous, and Unrepresented Management Safety employees, effective July 22, 2025, for Fiscal Year 2025-2026. (No Fiscal Impact)

BACKGROUND

Retirement rates are based on two factors: 1) the total employer rate, which fluctuates year-to-year and is based on the actuarial valuation report provided by CalPERS by retirement formula, and 2) the employee statutory rate determined by CalPERS and by retirement formula.

The legislature amended Government Code section 20516 of the Public Employees' Retirement Law to simplify the retirement cost sharing process. Beginning January 1, 2019, public agencies are no longer required to amend their contract with CalPERS to implement new cost sharing contributions. CalPERS recently notified the County that this Government Code amendment does not apply to unrepresented employees. To update retirement cost sharing rates, the following process needs to occur to amend the CalPERS contract.

1. Napa County submits to CalPERS cover letter, Resolution, and simple majority signatures.
2. CalPERS expedites documents needed for contract amendment.
3. Napa County HR submits requests to Napa County Clerk of the Board and County Counsel for Resolution of Intent and First Reading of Ordinance.

4. Napa County conducts simple majority employee vote.
5. Second Reading of Ordinance.
6. New cost sharing rates effective the beginning of the pay period following the employee vote.

This action allows the County to complete the first step in the process above.

A provision of the Napa Association of Public Employees (NAPE) Public Services Employee Supervisory Unit's Memoranda of Understanding (MOU) dictates the formula for employees to cost share a portion of the contribution toward retirement each fiscal year. The unrepresented Management and Confidential compensation plans include language which entitles them to the same terms included in the NAPE Public Services Employee Supervisory MOU.

The members in the Unrepresented Management Miscellaneous, Unrepresented Confidential Miscellaneous, and Unrepresented Management Safety groups will participate in the following retirement cost sharing contributions effective the beginning of the pay period as noted in the process above:

- Unrepresented Management Miscellaneous and Unrepresented Confidential Miscellaneous employees in Retirement Tiers I and II with a 1.936% employee cost share. This is a rate reduction of 0.410% per the simple majority vote.
- Unrepresented Management Safety employees in Retirement Tiers II and III with a 1.936% employee cost share. This is a rate reduction of 0.410% per the simple majority vote.

Requested Action:

1. Adopt a Resolution directing the Chief Human Resources Officer to initiate a contract amendment to implement retirement cost sharing contributions changes for Unrepresented Management Miscellaneous, Unrepresented Confidential Miscellaneous, and Unrepresented Management Safety employees, effective July 22, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	The requested departmental budgets for Fiscal Year 2025-2026 include the employer's retirement costs for each employee.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The terms of the current labor agreements coupled with the County policy require the County to share any cost increases in retirement contributions.
Is the general fund affected?	No
Future fiscal impact:	Funding for the employer's portion of retirement costs is included in the departmental budget for Fiscal Year 2025-2026. Retirement contributions for future years will be made in accordance with policies based on the annual retirement contribution rates provided by CalPERS.

Consequences if not approved:	The County will not comply with previously approved agreements with CalPERS or the County policies pertaining to unrepresented employee groups.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DIRECTING THE CHIEF HUMAN RESOURCES OFFICER TO INITIATE A CONTRACT AMENDMENT TO IMPLEMENT RETIREMENT COST SHARING CONTRIBUTIONS CHANGES FOR NAPA COUNTY EMPLOYEES EFFECTIVE JULY 22, 2025.

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the California Public Employees' Retirement System (CalPERS) by execution of contract; and

WHEREAS, Napa County reached agreement with the Napa Association of Public Employees that any decrease in the retirement contribution rates will reduce both the Public Services Employee and Public Services Employee Supervisory bargaining units cost share up to a maximum of 0.5%.

WHEREAS, unrepresented Management and unrepresented Confidential employees, through their respective Management Compensation Plans, receive the same benefits afforded in accordance with the current Memoranda of Understanding between the County and the Supervisory Public Services Employee Unit; and

WHEREAS, the unrepresented Management Safety employees, through their respective Management Compensation Plans, receive the same benefits afforded in accordance with the current Memoranda of Understanding between the County and the Supervisory Public Services Employee Unit; and

WHEREAS, Napa County obtained simple majority of signatures from unrepresented Management Miscellaneous, unrepresented Confidential Miscellaneous, and unrepresented Management Safety employees to agree to a change in the cost sharing agreement which requires a contract amendment with CalPERS, and an ordinance change to implement any cost sharing rate changes; and

WHEREAS, the unrepresented Management Miscellaneous and unrepresented Confidential Miscellaneous employees shall participate in the new cost sharing pursuant to Government Code Section 20516 effective the beginning of a pay period following a formalized employee vote and final adoption of a new ordinance:

Tier	**Current**	**Change**	**New Total**
Tier I	2.346%	-0.410%	1.936%
Tier II	2.346%	-0.410%	1.936%

WHEREAS, the unrepresented Management Safety employees shall participate in the new cost sharing pursuant to Government Code Section 20516 effective the beginning of a pay period following a formalized employee vote and final adoption of a new ordinance:

Tier	Current	Change	New Total
Tier II	2.346%	-0.410%	1.936%
Tier III	2.346%	-0.410%	1.936%

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors directs the Chief Human Resources Officer to enter into a Contract amendment with CalPERS to implement the cost sharing contributions for the employee groups set forth in these recitals at the rates set forth in Exhibit A to this Resolution effective the beginning of a pay period following a formalized employee vote and final adoption of a new ordinance:

.

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 22nd day of July 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: June 24, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Napa County Employee CalPERS Contribution Cost Sharing FY 2025-2026

Employee Group		First Level	Second Level	Third Level	PEPRA
Unrepresented	**Management Miscellaneous** *(% of change)*	**1.936%** *(-0.410%)*	**1.936%** *(-0.410%)*	**N/A**	**N/A**
	Management Safety *(% of change)*	**N/A**	**1.936%** *(-0.410%)*	**1.936%** *(-0.410%)*	**N/A**
	Confidential Miscellaneous *(% of change)*	**1.936%** *(-0.410%)*	**1.936%** *(-0.410%)*	**N/A**	**N/A**

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1267

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Sixth Amendment to Agreement No. 170123B with Claremont Behavioral Services, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 6 to Agreement No. 170123B with Claremont Behavioral Services Inc., to increase the contract maximum effective July 1, 2025, from $86,065 to $125,000 per fiscal year with no termination to continue providing the Employee Assistance Program. (Fiscal Impact: $38,935 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Employee Assistance Program (EAP) provides counseling services to County employees and their eligible dependents on a wide variety of issues including legal concerns, financial matters, and work/life referral services. Covered persons under this contract are entitled to five free counseling visits per incident with a licensed clinician. In addition, EAP provides on-site training seminars, consultation for County management staff, critical incident debriefing, and mediation/team building services for departments in need.

Claremont Behavioral Services, Inc., was awarded a contract to provide EAP services to County employees and their eligible dependents effective January 1, 2014. The contract was subsequently amended to add extra help employees and volunteer firefighters to the scope of services and add regulatory requirements as required by the Department of Managed Health Care. This contract amendment increases the contract maximum from $86,065 to $125,000 per fiscal year effective July 1, 2025, with no termination.

The services provided by EAP are critical to improving County employees' effectiveness in the workplace by increasing employee engagement and fostering positive working relationships. Utilization of the EAP services by County employees remains high and is proof that County employees are using this important benefit.

Requested Action: Approve and authorize Amendment No. 6 to Agreement No. 170123B with Claremont Behavioral Services Inc. to increase the contract maximum to $125,000 per fiscal year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	10220 Human Resources
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Up to $125,000 annually depending on services rendered.
Consequences if not approved:	The County will not have a vendor to provide beneficial and highly utilized EAP services for County employees.

ENVIRONMENTAL IMPACT

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

Docusign Envelope ID: 2BBE6EF4-E94F-4420-AC68-B9C8FB52A9A9

SIXTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170123B (PREVIOUSLY AGREEMENT NO. 8053)

PROFESSIONAL SERVICES AGREEMENT

THIS SIXTH AMENDMENT to Agreement No. 170123B is made this 22nd of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CLAREMONT BEHAVIORAL SERVICES, INC., doing business as Claremont EAP, licensed as Knox-Keene specialized health plan, whose mailing address is 1050 Marina Village Parkway, Suite 203, Alameda, California, 94501, hereinafter referred to as "CONTRACTOR."

TERMS

WHEREAS, on January 1, 2014, COUNTY engaged CONTRACTOR in Agreement No. 170123B (previously Agreement No. 8053) to establish an Employee Assistance Program (EAP) for the benefit of its employees and their dependents; and

WHEREAS, on January 1, 2016, COUNTY and CONTRACTOR amended the Agreement to change the term, rates as set forth in Exhibit "C-1", and amount of maximum compensation; and

WHEREAS, on October 4, 2016, COUNTY and CONTRACTOR amended the Agreement to increase the maximum compensation; and

WHEREAS, on February 1, 2019, COUNTY and CONTRACTOR amended the Agreement to add the services set forth in Exhibits "A", "A-1", and "B"; and

WHEREAS, on November 2, 2021, COUNTY and CONTRACTOR amended the Agreement to add the services set forth in Exhibit "D," and

WHEREAS, on November 28, 2023, COUNTY and CONTRACTOR amended the Agreement to add the services set forth in Exhibits "A-2"and "C-2,"

NOW THEREFORE COUNTY and CONTRACTOR wish to further amend Agreement No. 170123B as follows:

1. As of the effective date of the Amendment, Paragraph 3 (c), "Compensation," is amended to read in full, as follows:

   (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. All other terms and conditions of Agreement No. 170123B shall remain in full force and effect.

Docusign Envelope ID: 2BBE6EF4-E94F-4420-AC68-B9C8FB52A9A9

IN WITNESS THEREOF, the parties have executed this Sixth Amendment to Agreement No. 170123B on July 22, 2025.

CLAREMONT BEHAVIORAL SERVICES

Signed by:
John Kearney
C13B1287B2D340F...

John Kearney, Chief Revenue Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman,* Deputy Date: June 23, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

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Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-930

TO: Board of Supervisors

FROM: Greg Bown, Interim Chief Technology Officer - Information Technology Services

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Amendment No. 6 to Agreement No. 200378B with TruePoint

RECOMMENDATION

Approve and authorize Amendment No. 6 to Agreement No. 200378B with TruePoint to extend the term to June 30, 2028 and increase the agreement by $25,000 per fiscal year for a new maximum of $157,045. (Fiscal Impact: $25,000; Annual Expense; Information Technology Services Fund; Budgeted; Discretionary)

BACKGROUND

On May 30, 2020, ITS entered into Agreement No. 200378B with TruePoint to receive specialized consulting services to implement the EDR integration with DigEplan to the Accela Civic Asset Management software. The agreement was part of a project coordinated with Planning, Building and Environmental Services (PBES) to move the department forward toward a paperless, online permit application process. The operational shift would improve PBES's ability to track records associated with applications, permits, payments and provide a more efficient and consistent quality of service expected by the public with today's technology.

On November 2, 2020, the agreement was amended to extend the term to June 30, 2021.

On June 29, 2021, the agreement was amended a second time, extending the term to June 30, 2022.

On June 7, 2022, the agreement was amended a third time, extending the term to June 30, 2023 and increasing the contract amount by $9,900 for a new maximum of $58,120 for the continued necessary support and coordination of the EDR implementation, training and configurations. Additionally, providing the resources needed for adding integrated software elements that allowed for electronic plan review, approval and payments integrated into the existing system.

On June 13, 2023, the agreement was amended a fourth time, extending the term until June 30, 2024, and increasing the contract to a new maximum of $82,045 to include on-call support. TruePoint's knowledge of the Napa County system and vast industry experience allow them to efficiently troubleshoot issues and implement new functionality without impacts to existing processes. The departments using Accela had a backlog of projects and limited staff to work on them while also maintaining current functionality. The availability of knowledgeable on-call consultants to support them meant issues could be resolved quickly and enhancements deployed sooner. Without this support, there would be a delay in resolving issues and project delivery would slow down.

On May 21, 2024, the agreement was amended a fifth time, extending the term to June 30, 2025.

Amendment No. 6 will allow the continuation of access to knowledgeable on-call consultants and support.

Requested Action:

Approve and authorize Amendment No. 6 with TruePoint, extending the contract term to June 30, 2028, and increasing the agreement by $25,000 per fiscal year for a new maximum of $157,045.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Fund 4200, Subdivision 42000-01 Applications and Development.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Amendment No. 6 will provide continued support through June 30, 2028.
Is the general fund affected?	No
Future fiscal impact:	Funding for this service is budgeted in the Information Technology Services budget.
Consequences if not approved:	If not approved, the County will not have access to the necessary expertise and support provided by TruePoint for Accela software.

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.

Docusign Envelope ID: 1C2502B6-208F-4820-9B19-6BE4571C5D4C

NAPA COUNTY AGREEMENT NO. 200378B
AMENDMENT NO. 6

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 200378B is made and entered into as of this 1st day of July, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TRUEPOINT SOLUTIONS LLC, whose business address is 3262 Penryn Road, Suite 100-B, Loomis, CA, 95650, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200378C on May 30, 2020 ("Agreement") in order to acquire consulting services to implement the Electronic Document Review (EDR) integration with DigEplan to the Accela Civic Asset Management software; and

WHEREAS, on November 25, 2020, COUNTY and CONTRACTOR entered into Amendment No. 1 to extend the contract term; and

WHEREAS, on June 29, 2021, COUNTY and CONTRACTOR entered into Amendment No. 2 to extend the contract term an additional fiscal year; and

WHEREAS, on June 7, 2022, COUNTY and CONTRACTOR entered into Amendment No. 3 to extend the contract term and replace Exhibit "B" in its entirety with Exhibit "B-1" to revise the costs breakdown; and

WHEREAS, on June 13, 2023, COUNTY and CONTRACTOR entered into Amendment No. 4 extending the term date of the Agreement for an additional fiscal year and replacing Exhibit "B-1" in its entirety with Exhibit "B-2" increasing the agreement by $23,925 for a new maximum of $82,045 to include On Call Support; and

WHEREAS, on May 21, 2024, COUNTY and CONTRACTOR entered into Amendment No. 5 extending the contract term to June 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR now wish to further amend the Agreement to extend the contract term to June 30, 2028 and replace Exhibit "B-2" in its entirety with Exhibit "B-3" increasing the agreement by $25,000 per fiscal year for a new maximum of $157,045.

TERMS

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

Docusign Envelope ID: 1C2502B6-208F-4820-9B19-6BE4571C5D4C

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the May 30, 2020 and shall expire on June 30, 2028 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Subsection (c) of Paragraph 3 Compensation is amended to read 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-3", attached hereto and incorporated 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-3".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred fifty-seven thousand and forty-five dollars ($157,045.00) for professional services and expenses; 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.

3. Exhibit "B-2" is replaced in its entirety by Exhibit "B-3" attached hereto and incorporated by reference herein, and all references to Exhibit "B-2" shall be construed as referring to Exhibit "B-3" 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.

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///

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SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 1C2502B6-208F-4820-9B19-6BE4571C5D4C

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

TRUEPOINT SOLUTIONS LLC

Signed by:
By Brian Weber
2617D1A1326741B...
BRIAN WEBER Chief Revenue Officer

DocuSigned by:
By Keith Hobday
9ABDC8619C0A4DB...
KEITH HOBDAY, VP Customer Success

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
Anne Cottrell, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign)	Date: _____ Processed By:	By: _____
Date: June 25, 2025	_____ Deputy Clerk of the Board	
PL No: 133814		

Docusign Envelope ID: 1C2502B6-208F-4820-9B19-6BE4571C5D4C

EXHIBIT "B-3"

COMPENSATION AND EXPENSE REIMBURSEMENT

COUNTY shall compensate CONTRACTOR monthly in arrears, based on time actually spent and costs actually incurred, based on the project implementation tasks and costs included in the table herein. The table includes anticipated costs for hours to be spent on implementation tasks for full implementation of the project; COUNTY and CONTRACTOR agree that time spent, and costs may vary between tasks, so long as the total compensable costs for implementation tasks does not exceed the total maximum allowable amount for the agreement.

EXPENSES:

COUNTY shall reimburse CONTRACTOR for actual amounts of any reasonable travel expenses incurred during the performance of services under the agreement, and as noted in the table herein, not to exceed $1,600 for the term of the agreement. Actual expenses shall be billed monthly in arrears by CONTRACTOR to COUNTY and shall include receipts to support the actual expenses incurred during the monthly billing period.

Consulting/Implementation Services

TASK:	Est. Hours	Rate/Hr	Amount
Project Management	8	$165	$ 1,320.00
Business Analysts (oversight)	80	$150	$ 12,000.00
EDR Installation DEV and PROD	12	$150	$ 1,800.00
EDR Analysis	34	$150	$ 5,100.00
EDR Configuration and Scripting	112	$150	$ 16,800.00
EDR Tool Training (Remote via Web meeting)	36	$150	$ 5,400.00
Stamp Creation	12	$150	$ 1,800.00
Report Development	24	$150	$ 3,600.00
ACA Configuration Updates	26	$150	$ 3,900.00
Testing and Go Live Prep	16	$150	$ 2,400.00
Go Live Support	16	$150	$ 2,400.00
Services Total:	**376**		**$ 56,520.00**

TRAVEL EXPENSES:	Trips	Days On-site	Amount
Estimated Expenses, as incurred	2	4	$ 1,600.00
Travel Expenses Total:			**$ 1,600.00**

Docusign Envelope ID: 1C2502B6-208F-4820-9B19-6BE4571C5D4C

On Call Support

TASK:	Est. Hours	Rate/Hr	Amount
On Call Support	145	$165	$ 23,925.00
On Call Support FY 25-26	152	$165	$ 25,000.00
On Call Support FY 26-27	152	$165	$ 25,000.00
On Call Support FY 27-28	152	$165	$ 25,000.00
Services Total:			**$ 98,925.00**
TOTAL MAXIMUM AMOUNT:			**$ 157,045.00**

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1122

TO: Board of Supervisors

FROM: Greg Bown, Interim Chief Technology Officer

REPORT BY: Matthew Quisenberry, Secretary

SUBJECT: Disposal of County Surplus Property for Donation

RECOMMENDATION

Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms. (No Fiscal Impact)

BACKGROUND

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 24 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services.

Today's request is to donate personal computers (PCs), monitors, and miscellaneous surplus equipment to 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. Currently, 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. The list of donation items is attached.

Requested Action:

1. Declare certain items of personal property as surplus and no longer required for public use; and,

2. Approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

ITS Donation Personal computers/monitors/etc.

Asset #	Property Description	Serial #	PO Number	Created Date
C0098	Dell OptiPlex 5060	39MVZV2	2924	3/28/2019
C0100	Dell OptiPlex 5060	39MSZV2	2924	3/28/2019
C0106	Dell OptiPlex 5060	6KWZZV2	2920	4/8/2019
C0107	Dell OptiPlex 5060	6KX00W2	2920	4/8/2019
C0110	Dell OptiPlex 5060	6KXXZV2	2920	4/8/2019
C0118	Dell OptiPlex 5060	6L2YZV2	2920	4/8/2019
C0144	Dell OptiPlex 5060	6L310W2	2920	4/8/2019
C0157	Dell OptiPlex 5060	6L100W2	2920	4/8/2019
C0166	Dell OptiPlex 5060	6L810W2	2920	4/8/2019
C0183	Dell OptiPlex 5060	6KW20W2	2920	4/8/2019
C0184	Dell OptiPlex 5060	6KW30W2	2920	4/8/2019
C0187	Dell OptiPlex 5060	6KYYZV2	2920	4/8/2019
C0217	Dell Optiplex 5060 SFF	BY587X2	PO3022	5/29/2019
C0218	Dell Optiplex 5060 SFF	BY597X2	PO3022	5/29/2019
C0219	Dell Optiplex 5060 SFF	BY5B7X2	PO3022	5/29/2019
C0251	Dell Latitude 5490 XCTO	8RF68Y2	ITS420657-32303	8/6/2019
C0255	Dell Optiplex 5040 Small Form Factor XCTO	2JVJJH2	1983	5/30/2017
C0270	Dell Latitude 5400 XCTO Base	H81T4Y2	3139	8/23/2019
C0298	Dell Latitude 5400 XCTO Base	JJYP0Z2	3154	8/28/2019
C0346	Dell Latitude 5400 XCTO Base	28RZ0Z2	3196	10/7/2019
C0350	Dell OptiPlex 5060 SFF XCTO	FJ9BBZ2	3201	10/9/2019
C0367	Dell OptiPlex 5060 SFF XCTO	FJKCBZ2	3201	10/9/2019
C0382	Dell OptiPlex 5060 SFF XCTO	FJD8BZ2	3201	10/9/2019
C0393	Dell OptiPlex 5060 SFF XCTO	FJK9BZ2	3201	10/9/2019
C0400	Dell OptiPlex 5060 SFF XCTO	FJBDBZ2	3201	10/9/2019
C0417	Dell OptiPlex 5060 SFF XCTO	FJFDBZ2	3201	10/9/2019
C0431	Dell OptiPlex 5060 SFF XCTO	FJH9BZ2	3201	10/9/2019
C0456	Dell OptiPlex 5060 SFF XCTO	FWKFB03	3274	11/13/2019
C0458	Dell OptiPlex 5060 SFF XCTO	FYXDB03	3274	11/13/2019
C0468	Dell OptiPlex 5060 SFF XCTO	FYVFB03	3274	11/13/2019
C0472	Dell OptiPlex 5060 SFF XCTO	FYCFB03	3247	11/13/2019
C0473	Dell OptiPlex 5060 SFF XCTO	FYBGB03	3274	11/13/2019
C0483	Dell OptiPlex 5060 SFF XCTO	FY6FB03	3274	11/13/2019
C0495	Dell OptiPlex 5060 SFF XCTO	FYBHB03	3274	11/13/2019
C0530	Dell Latitude 5400 XCTO Base	4RYDM33	3518	5/22/2020
C0536	Dell Latitude 5400 XCTO Base	5KXL33	3518	5/22/2020
C0544	Dell Latitude 5400 XCTO Base	C8LPM53	3607	8/5/2020
C0551	Dell Latitude 5400 XCTO Base	B47VN53	3602	8/5/2020
C0585	Dell Latitude 5400 XCTO Base	9JDVN53	3602	8/10/2020
C0626	Dell OptiPlex 5060 SFF XCTO	FY3GB03	3274	11/18/2019
C0628	Dell OptiPlex 5060 SFF XCTO	FXZDB03	3274	11/18/2019
C0630	Dell OptiPlex 5060 SFF XCTO	FY7HB03	3274	11/18/2019
C0631	Dell OptiPlex 5060 SFF XCTO	FYRDB03	3274	11/18/2019
C0652	Dell OptiPlex 5060 SFF XCTO	FYFDB03	3274	11/18/2019
C0654	Dell OptiPlex 5060 SFF XCTO	FYSGB03	3274	11/18/2019
C0673	Dell OptiPlex 5060 SFF XCTO	FYDDB03	3274	11/18/2019
C0674	Dell OptiPlex 5060 SFF XCTO	FXYGB03	3274	11/18/2019
C0686	Dell Latitude 5400 XCTO Base	69HW8Y2	3276	11/22/2019
C0695	Dell Latitude 5400	94MYYY2	3276	11/22/2019
C0711	Dell OptiPlex 5070 Desktop	GLBD613	3310	12/27/2019
C0715	Dell OptiPlex 5070 Desktop	GL1G613	3310	12/27/2019
C0724	Dell OptiPlex 5070 Desktop	GL7G613	3307	12/30/2019
C0732	Dell OptiPlex 5070 Desktop	GL0QG13	3307	12/30/2019
C0735	Dell OptiPlex 5070 Desktop	GL2C613	3307	12/30/2019

Asset #	Property Description	Serial #	PO Number	Created Date
C0741	Dell OptiPlex 5070 Desktop	GKXB613	3307	12/30/2019
C0758	Dell OptiPlex 5070 Desktop	GLYB613	3307	12/30/2019
C0790	Dell OptiPlex 5070 Desktop	GKWRG13	3307	5/25/2005
C0794	Dell OptiPlex 5070 Desktop	GL5D613	3307	12/30/2019
C0801	Dell OptiPlex 5070 Desktop	GL8C613	3307	5/25/2005
C0806	Dell OptiPlex 5070 Desktop	GLBQG13	3307	12/30/2019
C0829	Dell OptiPlex 5070 Desktop	GL8F613	3307	12/30/2019
C0838	Dell OptiPlex 5070 Desktop	GL7K613	3307	12/30/2019
C0841	Dell OptiPlex 5070 Desktop	GKXJ613	3307	12/30/2019
C0843	Dell OptiPlex 5070 Desktop	GL3D613	3307	12/30/2019
C0848	Dell OptiPlex 5070 Desktop	GLXQG13	3307	12/30/2019
C0869	Dell Latitude 5400 XCTO Base	D2L13X2	3276	1/6/2020
C0893	Dell Latitude 5400 Laptop	7166K13	3345	1/31/2020
C0900	Dell Latitude 5400 Laptop	5236K13	3345	1/31/2020
C0902	Dell Latitude 5400 Laptop	4536K13	3345	1/31/2020
C0960	Dell Latitude 5400 Laptop	BNC3533	3451	5/7/2020
C0961	Dell Latitude 5400 Laptop	1K9K433	3436	5/7/2020
	Dell Latitude 5400 Laptop	4H16K13		
C0968	Dell Latitude 5400 XCTO Base	83DJ433	TKT41939	5/11/2020
C0977	Dell Latitude 5400 XCTO Base	BG5P533	TKT41939	5/11/2020
C0981	Dell Latitude 5400 XCTO Base	7J5P533	TKT41939	5/11/2020
C0982	Dell Latitude 5400 XCTO Base	6RZN533	TKT41939	5/11/2020
C0987	Dell Latitude 5400 XCTO Base	J00P533	TKT41939	5/11/2020
C0993	Dell Latitude 5400 XCTO Base	7KQP533	TKT41939	5/11/2020
C1017	Dell Latitude 5410 Laptop	5RJ9273	3729	11/20/2020
C1021	Dell Latitude 5410 Laptop	D0Z6273	3729	11/20/2020
C1022	Dell Latitude 5410 Laptop	66T1473	3729	11/20/2020
C1036	Dell Latitude 5410 Laptop	HFX1473	3729	11/20/2020
C1050	Dell Latitude 5410 Laptop	FVR3273	3729	11/20/2020
C1075	Dell Latitude 5410 Laptop	4FWSDB3	3770	2/5/2021
C1132	Dell Latitude 5420 Laptop	3VKDBC3	3829	3/15/2021
C1300	Dell Latitude 5420 Laptop	3BJT2J3	092021CEO	10/6/2021
C7874	Dell Latitude E6440	F17XH12	21318	9/10/2014
C8407	Dell Latitude E5470	FLZ8WF2	1815	2/17/2017
C8414	Dell 5040 SFF	2XD2JB2	1480	6/21/2016
C8531	Dell Optiplex 5040 Small Form Factor XCTO	8Q88CH2	1789	1/27/2017
C8569	Dell Optiplex 5040 Small Form Factor XCTO	9419CH2	1789	1/27/2017
C8595	Dell Optiplex 5040 Small Form Factor XCTO	9CBYHH2	1952	5/24/2017
C8597	Dell Optiplex 5040 Small Form Factor XCTO	9CBXHH2	1952	5/24/2017
C8602	Dell Optiplex 5040 Small Form Factor XCTO	3Q33CH2	1789	1/31/2017
C8655	Dell Latitude E5470	4J6YXF2	1879	3/31/2017
	Dell Latitude E5470	303VPC2		
C8936	Dell Optiplex 5050 SFF XCTO	GVS2CM2	2292	1/17/2018
C8948	Optiplex 5050SFF XCTO	8K559N2	2364	3/7/2018
C8949	Optiplex 5050SFF XCTO	8K569N2	2364	3/7/2018
C9010	Dell Optiplex 5050 SFF XCTO	GK5K9N2	2371	3/27/2018
C9043	Dell Optiplex 5050 SFF XCTO	GJXL9N2	2371	3/27/2018
C9051	Dell Optiplex 5050 SFF XCTO	GK8H9N2	2371	3/27/2018
C9064	Optiplex 5050 SFF XCTO	GKJG9N2	2371	3/28/2018
C9103	Dell Optiplex 5050 SFF XCTO	GJWF9N2	2371	3/29/2018
C9131	Dell Optiplex 5050 SFF XCTO	GTHJCP2	ITS420444/17446	5/14/2018
C9144	Dell 5050 SFF XCTO	3N1XQP2	ITS420450/18533	5/30/2018
C9192	Dell Optiplex 5050 SFF XCTO	GK0L9N2	2371	6/11/2018
C9264	LATITUDE 5480 XCTO	3T844Q2	2491	8/1/2018
C9297	Dell OptiPlex 5060	8R8RHQ2	2652	9/13/2018
C9302	Dell OptiPlex 5060	8RHTHQ2	2652	9/14/2018
C9309	Dell OptiPlex 5060	8R7THQ2	2652	9/14/2018
C9381	Dell OptiPlex 5060	8RMXHQ2	2652	9/17/2018
C9395	Dell OptiPlex 5060	8R7XHQ2	2652	9/17/2018
C9429	Dell OptiPlex 5060	7ZXXCV2	2851	2/14/2019
C9449	Dell OptiPlex 5060	7ZJVCV2	2851	2/19/2019
C9472	Dell OptiPlex 5060	7ZHWCV2	2851	2/19/2019
CWS236	Dell OptiPlex 5070 Desktop	GL8H613	3307	12/30/2019
CWS237	Dell OptiPlex 5060	8RJVHQ2	2652	9/17/2018

Asset #	Property Description	Serial #	PO Number	Created Date
CWS238	Dell OptiPlex 5060	7ZFZCV2	2851	2/19/2019
CWS239	Dell OptiPlex 5060	7ZNXCV2	2851	2/21/2019
CWS240	Dell OptiPlex 5060 SFF XCTO	F87BBZ2	3201	10/9/2019
CWS241	Dell OptiPlex 5060	6KYXZV2	2920	4/8/2019
CWS242	Dell OptiPlex 5060	8R7WHQ2	2652	9/17/2018
CWS244	Dell OptiPlex 5060	7LLW2W2	2940	4/17/2019
CWS245	Dell OptiPlex 5060	7ZFWCV2	2851	2/19/2019
M3020	Dell 19	CN-05Y232-71618-44U-A467	4713	5/25/2005
M3248	Monitor	CN-0T6116-71618-55A-AFND	5258	6/23/2005
M3256	Monitor	CN-0T6116-71618-55A-AFMY	5258	6/23/2005
M3457	Monitor	CN-0CC299-64180-63F-2VTL	4212006	4/25/2006
M3560	Dell 19" Flat Panel	CN-0KC147-46633-675-2DFL	1596	8/28/2006
M3571	Monitor	CN-0CC280-71618-677-AFP2	5868	9/11/2006
M3777	Dell 17" Flat Panel	CN-0WH318-72872-761-0KTL	6332	6/26/2007
M3879	Dell UltraSharp Flat Panel Monitor	CN-0FP816-46633-779-6WRL	6553	12/21/2007
M4189	Dell P190S Flat Panel Monitor - 19"	CN-0RNMH6-74445-9BS-B1HL	7385	1/15/2010
M4276	Dell U2410 Widescreen Flat Panel Monitor 24"	MX-0C592M-72875-055-8RVL	7518	5/27/2010
M4327	Dell P190S Flat Panel Monitor 19"	CN-09M62C-74261-0AM-1DNL	7723	12/14/2010
M4384	Dell P2011H Widescreen Monitor	CN-0YR64P-74445-18N-395L	8041	10/13/2011
M4509	Dell P1913S Monitor	CN-0NWXT6-72872-382-DGAL	8714	10/7/2013
M5553	Dell 23" Monitor – P2317H	CN-0FDV8Y-FCC00-78L-AR2B	101917TSpencer	10/27/2017
M4561	Dell 19" Monitor	CN-OYGP39-72872-44S-ACJL	052714MVANWIE	6/10/2014
M4578	Dell P170S Monitor	CN-0TJKG1-72461-24C-2KKU	8413	12/4/2012
M4589	Dell P170S Monitor	CN-0TJKG1-72461-24C-2JWU	8413	12/4/2012
M4626	Dell P1913 Professional Monitor	MX-075VDV-74262-31T-1VUU	032613ITS/SRMS97837	4/4/2013
M4670	Dell P2412H Professional Monitor	CN-0KG49T-74261-35B-17KU	8587	6/27/2013
M4814	Dell 19" Monitor	CN-OYGP39-72872-44E-CUTL	285	5/20/2014
M5653	Dell 20" Monitor E2016H	CN-050P7W-WS200-83F-491L	ITS420455/18332	5/27/2018
MDC046	Panasonic Toughbook	6KKSA92812		12/30/2016
P1674	HP Color LJ Pro M452dn	VNG3X05180	071119Probation	7/15/2019
SC0199	Dell 5040 SFF	2X94JB2	1480	6/21/2016
SC0200	Dell 5040 SFF	2XC2JB2	1480	6/21/2016
SC0201	Dell 5040 SFF	2X64JB2	1480	6/21/2016
SC0202	Dell 5040 SFF	2XB7JB2	1480	6/21/2016
SC0203	Dell 5040 SFF	2XB4JB2	1480	6/21/2016
SC0204	Dell 5040 SFF	2XG7JB2	1480	6/21/2016
SC0205	Dell 5040 SFF	2XD7JB2	1480	6/21/2016
SC0233	Dell Optiplex 5040 Small Form Factor XCTO	2L81KH2	1983	5/26/2017
SC0287	Dell Optiplex 5040 Small Form Factor XCTO	2JTKJH2	1983	5/30/2017
SC0290	Dell Optiplex 5040 Small Form Factor XCTO	2JVFJH2	1983	5/30/2017
SC0304	Dell Optiplex 5040 Small Form Factor XCTO	2JXLJH2	1983	5/30/2017
SC0348	Dell Optiplex 5050 SFF	93LNHL2	2136	10/5/2017
SC0365	Dell Optiplex 5050 SFF XCTO	GJWJ9N2	2371	6/11/2018
SC0375	Dell Latitude 5400 XCTO Base	59TN533	TKT41939	5/11/2020
SC0377	Dell OptiPlex 5070 Desktop	GL8SG13	3307	12/30/2019
SC0386	Dell Latitude 5410 Laptop	J463273	3729	11/20/2020
SC0387	Dell Latitude 5410 Laptop	7DGB273	3729	11/20/2020
SC0397	Dell OptiPlex 5070 Desktop	GL3RG13	3307	12/30/2019
SC0413	Dell Latitude 5400 XCTO Base	6ZCVL13	ITS420760-36432	2/28/2020
X2041	Canon ImageFORMULA DR-M160 II	GX327903	1906	5/1/2017
X2289	Canon scanner DR-M260	HG304993	2694	10/24/2018
	Percon	F200160057		

1195 THIRD STREET
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Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1232

TO: Board of Supervisors

FROM: Greg Bown, Interim Chief Technology Officer

REPORT BY: Julia Bordona, Staff Services Manager

SUBJECT: Budget Amendment and authorization to pay invoice for the Mount Saint Helena Road Repair

RECOMMENDATION

Approve a Budget Amendment and authorize the payment of work completed to repair road on Mount Saint Helena. (Fiscal Impact: $18,570 Expense; Accumulated Capital Outlay; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The access road on Mount Saint Helena provides critical access to several essential public and private entities - including CAL FIRE, the City of Napa, American Tower, KBBF Radio, and Napa County Communications. The County relies on this road to access its telecommunications tower, located atop the South Peak of Mount Saint Helena, which supports the operation of public safety communication serving both local government, law enforcement, and fire agencies.

Over the past several years, the road has suffered significant degradation and requires substantial repairs to remain safe and operational. The road provides access to multiple peaks and is used regularly by personnel from six primary organizations.

- Napa County

-CAL FIRE

-City of Napa

-Montesol (partial property owner)

-American Tower

-KBBF Radio

Historically maintained by CAL FIRE, the road became a shared concern in 2015 when CAL FIRE initiated discussions about establishing a cost-sharing approach among regular users to support ongoing maintenance. While informal collaboration has occurred over the years, the need for a more structured and sustainable funding model has become increasingly clear-particularly following the 2017 wildfire complex, which significantly accelerated road degradation due to heavy emergency response traffic and utility stabilization efforts. During that time, the American Tower site was destroyed and had to be completely rebuilt, requiring transport of heavy equipment and materials to the summit. This construction activity further contributed to the deterioration of the roadway. The 2020 Napa Fire Complex placed additional strain on the road, compounding the existing damage through another round of emergency response activity and utility access needs.

In 2022, Montesol independently funded $35,000 in road repairs to address critical failures. In 2023, PG&E power pole failures led to a 19-day power outage, requiring CAL FIRE to transport fuel to the peak, using heavy trucks to maintain generator operations, again causing further deterioration. The additional heavy traffic caused severe damage to the road, and the road's condition has steadily declined. Multiple sections are now at risk of failure, and access is increasingly compromised. More recently the County's Public Works- Roads Division completed temporary repairs and maintenance work to ensure the road remains passable. However, this is not a sustainable or long-term solution, given the extent of degradation and recurring nature of damage. To prevent further deterioration and maintain essential access, Montesol retained a contractor to complete critical repairs, including grading, ditching, compaction, and material importation. The work was completed over a two-week period in late June of this year.

While immediate repairs have been completed, discussions among stakeholders are ongoing to establish a formal long-term shared maintenance agreement among the six primary entities. All parties, including the County, are being asked to participate. The Bureau of Land Management (BLM), a partial property owner, has indicated that although they do not have the resources to contribute directly to road repairs, they are supportive of a cooperative road maintenance agreement between the six primary users. PG&E's interest is uncertain.

The total cost of the current repairs is $133,765, of which $22,340 pertains solely to a Montesol-owned spur. The remaining $111,425 is equally divided among the entities listed above. The County has received an invoice in the amount of $18,570, representing its one-sixth share of the work.

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote required):

a. Increase Transfers Out appropriations by $18,570 in the Accumulated Capital Outlay fund (Fund 3000, Sub-division 3000000, Account 56100) offset by use of its available fund balance;

b. Increase Other Professional Services appropriations by $18,570 in ITS-Communications (Fund 4200,

Subdivision 4200013, Account 52490) offset by a transfer-in from Accumulated Capital Outlay; and

2. Authorize payment of invoice totaling $18,570 for work completed to repair road on Mount Saint Helena.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of budget amendment is necessary to pay for the County's share of the project to repair an access road, directly related to public safety
Is the general fund affected?	Yes
Future fiscal impact:	The future fiscal impact will be dependent on agreed routine maintenance costs and will be budgeted for in ITS - Communications.
Consequences if not approved:	If not approved, the County would jeopardize future joint efforts between County and other users, to the detriment of public safety and efficiency.
Additional Information	None

ENVIRONMENTAL IMPACT

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

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1270

TO: Members of the Governing Board

FROM: Christopher Silke, District Engineer

REPORT BY: Annamaria Martinez, Assistant Engineer

SUBJECT: Approval of Amendment No. 3 to Agreement No. 230149B (LBRID) with GHD, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 230149B (LBRID) with GHD, Inc. to increase the total contract amount from $468,877 to $548,805 to provide additional construction management and inspection services for the "Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03R2." (Fiscal Impact: $79,928 Expense, Lake Berryessa Resort Improvement District; Budgeted; Discretionary)

BACKGROUND

The President authorized the American Rescue Plan Act (ARPA) in March 2021 to allocate $1.9 trillion in stimulus monies across a variety of programs. Of the total, $350 billion is allocated to state, local, territorial and Tribal governments to enable them to continue to support the public health response and to lay the foundation for a strong and equitable economic recovery. The U.S. Department of the Treasury released Final Interim Rule regulations on May 10, 2021 defining eligible use of ARPA monies that includes investments into water and sewer utility infrastructure. Local Fiscal Recovery (LFR) funds must be obligated by December 31, 2024 with projects completed no later than December 31, 2026. Napa County received $26,755,157 for ARPA appropriations.

Based on the Final Rule guidelines, water and sewer utility projects that would qualify for funding under the Safe Drinking Water and Clean Water Act Programs are deemed as eligible under ARPA. LBRID has four (4) high priority projects that satisfy ARPA and the Drinking and Clean Water Act funding criteria - one of the projects being the subject of this agenda report - the replacement of the 91,000 gallons raw sewage collection tank located at Sewer Lift Station A.

History of the Collection Tank at Lift Station A:

The original sewer collection tank at Lift Station A, which collects all raw sewage from Unit 2 of the Berryessa Estates subdivision, was installed in 1967. The tank was constructed of welded steel with a maximum capacity

of approximately 50,000 gallons. In the late 1980s/early 1990s, deterioration of the upper tank wall due to corrosion from hydrogen sulfide vapors caused seepage of raw sewage from the upper tank panels requiring the operational level to be lowered to half the height of the tank. Due to lack of funding for full replacement of the tank, a reduced scope project was approved that required removal of the corroded panels above the reduced operational level - leaving LBRID with limited sewer collection capacity for growth and or storm events. The tank was operated at this reduced capacity for over a decade; increased flow as a result of community growth, and also from increased Inflow and Infiltration (I/I) in the collection system, resulted in multiple overflows from the tank and violations from the Central Valley Regional Water Quality Control Board (CVRWQCB). An Administrative Civil Liability Complaint (ACL) that required payment of a fine, was issued and ultimately rescinded, but LBRID was required to replace the tank with a capacity sufficient to prevent overflows in the future.

In 2002, LBRID engineering staff solicited bids for replacement of the modified original welded steel tank with a 91,000-gallon bolted steel tank. The solicitation required setting the new tank within the footprint of the original tank, and the reuse of the original pad. The vendor, International Tank, Dry & Liquid Storage, Inc. from Kentucky was retained to complete the project design and installation.

The 91,000-gallon tank is over 20 years old, and as with the original tank installation, corrosion and pitting, due to the accumulation of hydrogen sulfide gases, accelerated along the top tank panels that sit above the fluid operating level of the tank. In an effort to prevent a repeat of prior violations and potential ACLs from the CVRB due to illicit discharges from the tank, staff proposed immediate replacement of the tank pending award of funding availability through the ARPA program.

On February 8, 2022, LBRID and Napa County executed a Memorandum of Understanding (MOU) outlining the terms of the transfer of the $800,000 ARPA earmark for the project, and on June 21, 2022, staff publicly advertised an RFQ / RFP engineering services package detailing the scope of work, submittal instructions and deadline for the Sewer Lift Station A Tank Replacement Project. After evaluation of the two proposals received, staff recommended and the Board awarded a contract to GHD, Inc. in the amount of $190,674 on September 13, 2022.

Design plans and specifications to demolish the corroded steel tank and construct a new cast-in-place reinforced concrete tank were approved and authorized to solicit competitive public bids by the Governing Board at its May 16, 2023, meeting. Contractor bids were subsequently opened on July 13, 2023. The lowest qualified bid exceeded ARPA appropriations to award a Contract. All Contractor bids were rejected by the Governing Board in the August 8, 2023, meeting. Supplemental project appropriations in the amount of $1,400,000 from Napa County for water and wastewater improvements were then secured as part of an additional funding award from the Department of Water Resources (DWR) through the California Budget Act of 2022 (AB 179, Stats. 2022, ch. 249, § 207). Including the remaining ARPA funding available, project appropriations with the DWR award totaled $2,009,326.

LBRID staff and GHD, Inc. design team deliberated the feasibility of downsizing concrete tank capacity and geometry simultaneous with replacing the remaining segment of undersized sewer force main as an alternative approach to upgrade sewer collection infrastructure. A preliminary construction cost estimate to build a smaller concrete tank and replace the vintage 6-inch asbestos cement sewer pipe with larger 8-inch diameter high pressure polyethylene pipe thereby increasing pumping capacity totaled less than the combined ARPA/DWR project appropriations. On December 19, 2023, Amendment No. 1 to the GHD, Inc. Agreement was approved by the Governing Board, authorizing the design scope change and directing GHD, Inc. to produce revised plans and specifications. Engineering design budget was increased by $49,114 for an adjusted total of $239,788,

leaving total appropriations of ARPA/DWR funding of $1,960,212 to fund construction related services. The revised construction plans and specifications were approved by the Governing Board for readvertisement of the Project on March 12, 2024. The revised plans included replacement of the existing steel tank with a new cast-in -place reinforced concrete tank of 50,000 gallons capacity paired with replacement of the original 1960's asbestos cement pipe sewer force main that will improve pumping efficiency. The new tank was proposed to be installed in the same location as the existing tank. Additional project components included a new tank foundation, piping reconfiguration to allow better control of waste volumes entering the tank, and other miscellaneous site improvements necessary to install the tank in the same footprint as the existing tank.

The District Secretary opened two (2) bids on May 30, 2024. While both of the bids submitted for the base bid items were less than the total appropriations for the project as defined above, an error in the bid documents was discovered after bids were opened creating uncertainty with how the various bid alternates would be awarded. After multiple discussions with legal counsel, LBRID staff requested that all bids be rejected on June 25, 2024 pursuant to Section 20150.9 of the Public Contract Code, and that the corrected bid packet be approved and authored by the Board for re-advertise for sealed bids.

The engineer's opinion of probable construction cost for the third bid advertisement project was $1,793,234, which included the base scope, the tank alternate, and ten bid additives labeled Additive 10 - 19. The District Secretary opened two (2) bids on August 23, 2024. The available funding for construction of $1,900,000 was announced prior to opening bid and the apparent low bid was determined by the maximum number of additive items that could be awarded within the funding limit after the base scope and bid alternate for tank shape was considered. Piazza Construction of Penngrove, CA was determined to be the low bidder with a proposal totaling $1,551,640 that included all additive construction items, and the construction contract was awarded to them on September 10, 2024. On October 15, 2024, Amendment No.2 to Agreement No. 230149B with GHD Inc. was approved to provide construction management and inspection services for the project.

Due to multiple construction change orders and more intensive construction inspection services required during the installation of the force main portion of the project, the construction management and inspection budget approved under Amendment No 2 is not sufficient to cover the cost of these services through construction completion.

Today's requested action authorizes the Chair to sign Amendment No. 3 to Agreement No. 230149B with GHD Inc. to provide additional construction management and inspection services for the project. LBRID requires these additional services to ensure the project continues to be constructed per design, and GHD's familiarity with all aspects of the project design makes them the best qualified to oversee remaining construction activities, perform required field-testing during construction, and ensure the project is built per the construction drawings and specifications. Amendment No 3 will increase the contract amount by $79,928 for a new maximum of $548,805. If approved, the remaining appropriations for construction contingency will be approximately $19,000.

GHD, Inc. is not a local vendor. The firm is located in Santa Rosa.

Requested Action:
1. Approve and authorize Amendment No. 3 to Agreement No. 230149B (LBRID) with GHD, Inc. increasing compensation by $79,928 for a new maximum of $548,805 for the Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03R2.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 5220500 Project 22014
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Additional scope was added to the project via contract change orders to fill remaining construction funds; construction management and inspection services are expected to exceed previous budget estimates.
Is the general fund affected?	No
Future fiscal impact:	Completion of construction activities is expected before December 31, 2025, and Amendment No 3 is expected to be funded in full by an existing grant from the Department of Water Resources.
Consequences if not approved:	The District will be unable to pay for the remaining construction management and inspection services needed to finish the project.

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.]

AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 230149B (LBRID)

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 230149B (LBRID) is made and entered into effective as of the ____ day of July, 2025, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT," and GHD, Inc., a California corporation whose business address is 2235 Mercury Water Suite 150, Santa Rosa, CA 95407, hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 13, 2022, DISTRICT and CONTRACTOR entered into Agreement No. 230149B (Agreement) for geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project (Project); and

WHEREAS, construction bids received for the Project exceeded the available budget and all bids were rejected by the Governing Board on August 8, 2023; and

WHEREAS, on December 19, 2023, Amendment No. 1 to the Agreement was approved by the Governing Board for CONTRACTOR to redesign several components of the Project to reduce construction costs to within the DISTRICT's available budget; and

WHEREAS, new construction bids were opened on August 23, 2024 and the project was awarded to Piazza Construction of Penngrove, CA on September 10, 2024; and

WHEREAS, on October 15, 2024, Amendment No. 2 to the Agreement was approved by the Governing Board for CONTRACTOR to provide construction management and inspection services; and

WHEREAS, due to the need to review and prepare several construction contract change orders during the early stages of construction requiring more intensive construction inspection services than anticipated, additional construction inspection services above what was approved in Amendment No. 2 are required to ensure the reminder of the project is constructed per plan; and

WHEREAS, the Parties now wish to amend the Agreement to modify and increase the maximum compensation payable under the Agreement by $79,928 to reflect additional construction inspection services;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 230149B as follows:

TERMS

1. Paragraph 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide all services necessary to complete geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project, as further described in Exhibit "A" and its Attachment 1, attached hereto and hereby incorporated by reference. CONTRACTOR shall also revise the construction drawings and specifications for the Project as further described in Exhibit "A-1" and its Attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish full-time construction management and inspection services as further described in Exhibit "A-2" and its Attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish additional construction inspection services as further described in Exhibit "A-3" and its Attachments, attached hereto and hereby incorporated by reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the scope of Services in Exhibit "A," DISTRICT shall pay CONTRACTOR at the hourly rates set forth in Attachment 2 to Exhibit "A." In consideration of Contractor's fulfillment of the scope of services in Exhibit "A-1," DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit "A-1." In consideration of Contractor's fulfillment of the scope of services in Exhibit "A-2," DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit "A-2." In consideration of Contractor's fulfillment of the scope of services in Exhibit "A-3," DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 1 to Exhibit "A-3."

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Five Hundred Forty-Eight Thousand, Eight Hundred Five Dollars ($548,805) for professional services, including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Exhibit "A-3" and its Attachments listed here are attached hereto and hereby incorporated by reference:

- Attachment 1 to Exhibit "A-3": Proposal for LBRID LSA Sewer Tank Replacement Project Amendment – Construction Observation dated June 3, 2025.
- Attachment 2 to Exhibit "A-3": Project Fee Estimating Sheet from GHD dated June 1, 2025

4. This Amendment No. 3 represents all the changes to the Agreement agreed to by the Parties. 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. 3 shall remain in full force and effect.

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

IN WITNESS WHEREOF, this Amendment No. 3 to LBRID Agreement No. 230149B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

GHD, INC., a California Corporation

By: _____
DAVID LINDOW, Vice President

By: _____
ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California

By: _____
ANNE COTTRELL,
Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel / District Legal Counsel	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: July 10, 2025 PL Doc. No. 134651	_____ Deputy Clerk of the Board	

EXHIBIT "A-3"

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR shall provide additional construction management and observation during construction of the LBRID Sewer Lift Station A Tank Replacement Project. For itemization of the additional scope of services, refer to GHD's proposal dated June 3, 2025, attached hereto and incorporated by reference as Attachment 1 to this Exhibit. The services covered under this amendment are professional services and will be performed under the responsible charge of a Registered Engineer in the State of California.

II. COMPENSATION

For the scope of services described in this Exhibit, CONTRACTOR shall be compensated on a time and materials basis at the rates set forth in CONTRACTOR's Project Fee Estimating Sheet (for LBRID Sewer LSA Tank Replacement Project, Project # 12589153) dated June 1, 2025, attached hereto and incorporated by reference as Attachment 2 to this Exhibit.

ATTACHMENT 1

June 3, 2025

Christopher Silke, PE
Engineering Manager – Water Resources
County of Napa
Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

RE: Proposal for LBRID LSA Sewer Tank Replacement Project Amendment – Construction Observation

Dear Mr. Silke:

GHD is pleased to present this proposal for additional construction management and observation services related to the LBRID Lift Station A Sewer Tank Project. As we discussed early on in the project having the on-site Observation on a regular basis of close to full time during the construction of the force main was beneficial to the District and for making sure the project was completed as designed. We originally had budgeted only three days per week for the construction and acknowledged that GHD would request an amendment as we came close to exhausting the original on-site observation budget.

The project has proceeded well and we have now transitioned to the construction of the concrete tank. The tank construction is detailed and relatively complex and it has proven beneficial to have on site observation in order to oversee the contractor's excavations, rebar and form placement and to be available to provide construction clarifications prior to and during concrete pours. We will still have all of the final piping extensions and connections to the tank and Lift Station A pumps to construct through the month of August when we anticipate the project completion.

Per your request GHD is submitting this amendment request based on the Lift Station A Sewer Tank Project construction schedule, recent meetings and discussions.

Fee

GHD can provide the above additional construction management and observation scope of services for an estimated fee of $79,928 as detailed in the attached fee estimate. We look forward to completing the project. If you have any questions, please feel free to contact me at (707) 599-6936.

Sincerely,
GHD Inc.

Alex Culick, PE
Managing Principal

ATTACHMENT 2

PROJECT FEE ESTIMATING SHEET

SHT # 1 of 1

PROJECT NAME: LBRID Sewer LSA Tank Replacement Project | PROJECT # 12589153 | On-Site Inspector Cy Penry

Date 6/1/2025

PREPARED BY: AJC | CLIENT: LBRID | Project Director/CM Alex Culick

FEE COMPUTATION

Final Opinion of Probable Construction Cost $ 1,800,000

TASK	LABOR CATEGORY> / RATE>	Const Manager $340 /HR	Proj Coord $130 /HR	Inspector $225 /HR	TOTAL HOURS/ GHD fee	Subconsultant Services	Subconsultant MU & Other Direct Costs* $6.5/hr office $11.5/hr field	TOTAL FEE	Extended Working Days / Sub M/U:
Task 1	**Project Management**								
	Task 1.0 Preconstruction Assistance Project Initiation	$ -	$ -	$ -	$ -		$ -	$ -	
	Sub-Total	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	
Task 2	**Contract Management**								
	Task 2.3 Conduct and Document Project Meetings	24 $ 8,160	$ -	$ -	24 $ 8,160		$ 156	$ 8,316	
	Sub-Total	24 $ 8,160	$ -	$ -	24 $ 8,160	$ -	$ 156	$ 8,316	
Task 3:	**Field Inspection/Observation**								
	Task 3.1 Provide Field Inspection/Observation & Rpts	$ -	$ -	288 $ 64,800	288 $ 64,800		$ 3,312	$ 68,112	8.0 avg hrs per day inspection 36 Site Visits(3/week for 12 additional weeks)
	Sub-Total	$ -	$ -	288 $ 64,800	288 $ 64,800	$ -	$ 3,312	$ 68,112	
Project Vehicle, Travel & Misc Expenses							$3,500	**$ 3,500**	$ 250 Estimated Weekly Vehicle Cost
Project Totals		24 $ 8,160	$ -	288 $ 64,800	312 $ 72,960	$ -	$ 3,468	$ 79,928	

* Associated Project Costs (APC) - consumables and technology not included in wage or overhead calculations

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www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1258

TO: Board of Supervisors

FROM: Anthony Halstead- Library Director

REPORT BY: Anthony Halstead- Library Director

SUBJECT: Amendment No. 1 to Grant Agreement No. 250114B with Arts Association Napa Valley

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250114B with Arts Association Napa Valley to extend the term of the Grant Agreement to December 31, 2025, to allow grantee additional time to complete the project as originally approved by the County. (No Fiscal Impact)

BACKGROUND

On July 23, 2024, the Board approved Grant Agreement No. 250114B with Arts Association Napa Valley (Grantee) to provide funding for Grantee's proposal to offer scholarships to art classes for children referred through the Children's Museum of Napa Valley and for developmentally disabled adults referred through Napa Valley Support Services (Brown Street Gallery). Because of a need to change venues from the Clay and Glass Center to the Behrens Street facility, as well as a change in class structure, from multi-day camps to single day, Arts Association Napa Valley was unable complete the grant within the expected time frame. Grantee is now requesting an extension to utilize remaining grant funds until December 31, 2025.

Requested action:

1. Approval of and authorization to sign Amendment No. 1 to Grant Agreement 250114B with Arts Association Napa Valley to extend the term of the Grant Agreement to allow Grantee additional time to complete the project as originally approved by the County with no additional fiscal impact.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the requested action will allow Grantee more time to provide classes and scholarships for children and developmentally disabled adults and utilize grant funds.
Is the general fund affected?	No
Future fiscal impact:	Project is expected to be completed by December 31, 2025, therefore no future fiscal impact.
Consequences if not approved:	If not approved, granting will be required to return remaining grant funds, and the remaining classes and scholarships will not be offered to children and developmentally disabled adults

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 250114B

AMENDMENT NO. 1 TO GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY GRANT AGREEMENT NO. 250114B is made and entered into as of this 1st day of July, 2025, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ART ASSOCIATION NAPA VALLEY, a California non-profit corporation whose mailing address is 1520 Behrens St, Napa, CA, 94559 hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, on July 23rd, 2024, COUNTY approved funding for GRANTEE's proposal for Special Project Funds to officer art classes for children and developmentally disabled adults; and

WHEREAS, as a result of location changes, scheduling and delays, the project was not completed within the time frame expected and set forth in the Agreement; and

WHEREAS, COUNTY and GRANTEE now wish to extend the term of this Grant Agreement to allow GRANTEE additional time to complete the project as originally approved by COUNTY.

TERMS

NOW, THEREFORE, BE IT AGREED that County Grant Agreement No. 250114B is hereby amended as follows:

1. Exhibit "A" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-1", and all references in the Agreement to Exhibit "A" shall mean Exhibit "A-1".
2. Exhibit "B" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-1", and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".

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

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on July 23, 2024 and shall expire on December 31, 2025, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Grant Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement."

4. Except as provided above, the remaining terms and conditions of the Agreement shall remain in full force and effect.

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

ART ASSOCIATION NAPA VALLEY

By Janis K Adams
Janis Adams, President

"GRANTEE"

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

By _____
Anne Cottrell, Chair of the Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Silva Darbinian (e-signature) Date: July 7, 2025	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board

H\...docs\arts\250114B Art Association Napa Valley Amendment .docx

EXHIBIT "A-1"

SCOPE OF WORK

GRANTEE shall utilize funds to offer scholarships to art classes for children referred through the Children's Museum of Napa Valley and for developmentally disabled adults referred through Napa Valley Support Services (Brown Street Gallery). The grant would pay for the instructors, the facilities and the materials. All are included in the tuition costs. The project will be managed by GRANTEE. with input from the Program Director for Napa Valley Support Services and the President of the Children's Museum of Napa Valley. No administrative costs are included in the grant request, only direct services to the target audiences.

FUNDING ACKNOWLEDGEMENT:

GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source, and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors through the Napa County Arts and Cultural Advisory Committee."

EXHIBIT "B-1"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY December 31, 2025	$17,260

GRANTEE shall receive warrant from COUNTY within 30 days of the execution of this Grant Agreement.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1134

TO: Members of the Governing Board

FROM: Christopher Silke - District Engineer

REPORT BY: Christopher Silke - District Engineer

SUBJECT: Approve Professional Services Agreements 250456B, 250457B and 250458B with Pridmore Brothers Construction, Inc. for Urgent Maintenance of Water and Sewer Utilities

RECOMMENDATION

Approve and authorize Agreement Nos. 250456B, 250457B and 250458B (NBRID) with Pridmore Brothers Construction, Inc. for maximum compensation totaling $48,721 to provide urgent maintenance of water and sewer utilities. (Fiscal Impact: $48,721 Expense; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary)

BACKGROUND

During the period of January 14, 2025 to June 2, 2025 Napa Berryessa Resort Improvement District staff required services of a contractor for the immediate repair of five water distribution leaks and a sewer collection system lateral (Agreement 250456B), to regrade of the water supply intake access road to a project site (Agreement 250457B), and to mow the wastewater disposal field upland pipe laterals prior to seasonal activation (Agreement 250458B).

Cumulatively, the cost of these urgent water and sewer repairs performed by Pridmore Brothers Construction, when combined with charges for previous work performed by the same contractor, exceed the Purchasing Agent's annual maximum authority ($85,300 for FY 2024-25) per vendor without Board approval. All work was completed at or below fair market value for scoped services if time permitted competitive solicitations.

Requested Actions:
1. Approve and authorize Pridmore Brothers Construction, Inc. Agreement Nos. 250456B, 250457B and 250458B totaling $48,721 for water and sewer utility exigent maintenance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 5240000

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Failure to address water and sewer utility maintenance can result in violations, environmental impact, property damage and workplace hazards.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Citations and possible fines.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the repair or maintenance of existing public facilities involving negligible or no expansion of existing or former use.

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 250456B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

RECITALS

A. Between January 14, 2025, and June 2, 2025, the District's water and sewer system operators discovered one sewer service line break on Westridge Drive (1/14), four water service line leaks on Rimrock Drive (4/28), Woodhaven Court (4/15 and 4/29), and Clearwater Court (6/2), and one inoperable Pressure Reducing Valve on Bahia Vista/Cape Cod Court (4/10).

B. The immediate repairs to the sewer lateral, water service lines, and pressure reducing valve were necessary to prevent discharge of raw sewage outside of the sewer collection system and potable water loss in the water distribution system.

C. Contractor was selected to perform the work without competitive bidding due to exigent circumstances of a raw sewage spill in violation of waste discharge requirements and substantial water loss that risked depressurization of the distribution system and loss of water service to customers if the service lines and pressure reducing valve were allowed to leak without immediate repair.

D. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to exigent circumstances and the need to have the repair services performed before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.

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

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents

consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor's proposal, quote, or bid.

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

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall be effective retroactively to January 14, 2025. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable

costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of Forty-Four Thousand Four Hundred Sixty-Six Dollars and Twenty-Six Cents ($44,466.26).

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Forty-Four Thousand Four Hundred Sixty-Six Dollars and Twenty-Six Cents ($44,466.26).

3.2 Payment Process. Contractor will submit six invoices in arrears for the six repairs performed to the District Engineer who will review the invoices to confirm their contents match the work performed during the period covered by the invoices. If approved, the invoices will be forwarded to the Napa County Auditor for payment no later than 15 days following the date this Agreement is approved by the Board of Supervisors.

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole

negligence or willful misconduct of District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

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

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

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

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

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

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

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

7.4 Prevailing Wage Requirements. The scope of work includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the

conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

DISTRICT	CONTRACTOR
Christopher Silke, P.E. District Engineer Napa Berryessa Resort Improvement District 1195 Third Street, Suite 101 Napa, CA 94559	Gil Pridmore, President Pridmore Brothers Construction, Inc. 1305 Capell Valley Road Napa, CA 94558

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

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

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by District.
9.4.4 Contractor's bid or proposal.

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

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

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other

illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

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

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another

entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By _____
Gil Pridmore, President

By _____
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By _____
ANNE COTTRELL,
Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: July 2, 2025 PL Doc. No. 134218	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to repair one sewer service line break on Westridge Drive (1/14), four water service line leaks on Rimrock Drive (4/28), Woodhaven Court (4/15 and 4/29), and Clearwater Court (6/2), and one inoperable Pressure Reducing Valve on Bahia Vista/Cape Cod Court (4/10). For itemization of the work scope, refer to the Pridmore Brothers Construction Invoices No. 641088 dated 1/15/2025, Invoice No. 641138 dated April 29, 2025, Invoice No. 641140 dated April 29, 2025, Invoice No. 641158 dated May 6, 2025, Invoice No. 641157 dated May 6, 2025, and Invoice No. 641172 all attached hereto and incorporated by reference as Attachment 1.

II. Schedule

Contractor completed the Scope of Work on January 15, 2025, April 14, 2025, April 15, 2025, April 30, 2025, May 1, 2025, and June 4, 2025.

ATTACHMENT 1
to
Exhibit A

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
1/15/2025	641088

Bill To
Lake Berryessa Resort Improvement Dist. 1195 Third St., Room 201 Napa, CA 94559 Attn: Anna Maria

Ship To
NB Repair Headlands

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	1/15/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30511		
	Contracting	Materials	915.00	915.00
	Contracting	Labor & Equipment	6,550.00	6,550.00
	Contracting	Prevaling Wage Extras	1,068.18	1,068.18
		Sales Tax	7.75%	0.00

Phone #	**Total**	$8,533.18
(707) 224-0682		

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30511

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				1/15/25

BILL TO NB

ORDER TAKEN BY

ADDRESS

CITY

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION
1037 Headlands Sewer Repair

JOB PHONE

DESCRIPTION OF WORK:

Saw cut Concret and Pig to expose repair

Forman and Truck	10 hr	Andrew	$1500
40 ex	10 hr	Clint	$1850
10 wheeler	4 hr	Jeff	$600
Road Plate			$25
Concrete Saw			$150
1/16			
Forman and Truck	5 hr	Andrew	$750
40 ex	5 hr	Clint	$925
10 wheeler	5 hr	Jeff	$750

Parts : Fittings $40
1 yd Sand $85
1 yd Base $390
2 yd Patch $400

TOTAL MATERIALS	915	—
TOTAL LABOR	6550	—
TRUCKING		
TAX		
TOTAL AMOUNT	$7465	—

WORK ORDERED BY

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30509

DATE OF ORDER: 11/15/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: Headlands P.W. Extras

JOB PHONE:

DESCRIPTION OF WORK:

Andrew 15 hrs. Operator C$51.43 = $771.45
Jeff 9 hrs. Trucking C$32.97 = $296.73

TOTAL MATERIALS		
TOTAL LABOR	1068	18
TRUCKING		
TAX		
TOTAL AMOUNT	$1068	18

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
4/29/2025	641138

Bill To

Lake Berryessa Resort Improvement Dist.
1195 Third St., Room 201
Napa, CA 94559
Attn: Anna Maria

Ship To

NB Repair
Woodhaven Ct

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	4/29/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30643		
	Contracting	Materials	220.94	220.94
	Contracting	Labor	2,480.00	2,480.00
	Trucking	Trucking	600.00	600.00
	Contracting	Prevailing Wage Extras	477.38	477.38
		Sales Tax	7.75%	0.00

Total $3,778.32

Phone #
(707) 224-0682

JOB WORK ORDER

30643

[illegible] BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				4/15/25

BILL TO: Napa Co N.B.

ORDER TAKEN BY

ADDRESS

CITY

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: Wood Haven CT

JOB PHONE

DESCRIPTION OF WORK: Water Leak Damaged By Contra. ctor. Set 2 meter and Box

8 hrs 40 x Gil $1480—
2 hrs Transport Jeff $600—
8 hrs Labor Jeff $1000—

15' - 1" CTS $33.54
2 1" Repair Coupler $187.40

TOTAL MATERIALS	220	94
TOTAL LABOR	2480	—
TRUCKING	600	—
TAX		
TOTAL AMOUNT	$3300	94

DATE COMPLETED / /

WORK ORDERED BY

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30714

DATE OF ORDER: 4/15/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: NBRID Repairs Woodhaven Ct.

JOB PHONE:

DESCRIPTION OF WORK: Prevailing Wage Extras

Jeff Operator 8 hrs @ 51.43 $ 411.44

Jeff Driver 2hrs. @ 32.97 $ 65.94

TOTAL MATERIALS		
TOTAL LABOR	477	38
TRUCKING		
TAX		
TOTAL AMOUNT	$477	38

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
4/29/2025	641140

Bill To
Lake Berryessa Resort Improvement Dist. 1195 Third St., Room 201 Napa, CA 94559 Attn: Anna Maria

Ship To
NB Repair Bahia Vista & Cape Cod

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	4/29/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30667		
	Contracting	Materials	990.74	990.74
	Contracting	Labor	5,350.00	5,350.00
	Trucking	Trucking	1,500.00	1,500.00
	Contracting	Prevailing Wage Extras	1,082.90	1,082.90
		Sales Tax	7.75%	0.00

Phone #
(707) 224-0682

Total $8,923.64

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30667

DATE OF ORDER: 4/14/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: Nbrid

ORDER TAKEN BY:

ADDRESS: Berryessa Highlands

☑ DAY WORK
☐ CONTRACT
☐ EXTRA

CITY: Napa.

JOB NAME AND LOCATION: Bypass Valve Repair between Bahia Vista & Capecod CT.

JOB PHONE:

DESCRIPTION OF WORK:

Located Valve, Exposed valve, Identified Material Needed. Parts Run From Pace. Repaired Valve Tested for leaks, backfilled with sand shed Box over valve. Graded out.

Vio 40 Excavator	Tim	10	$1850 —
Labor	Benc.	20	$2000 —
Forman Truck & Tools.		10	$1500 —
Transport & Sand (via [illegible]).		1 Yard	$ 88 —
Trucking		- 10	$1500 —

Pace Supplies $902.74

TOTAL MATERIALS	990	74
TOTAL LABOR	5350	—
TRUCKING	1500	—
TAX		
TOTAL AMOUNT	$7840	74

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30713

DATE OF ORDER: 4/14/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: NBRID Repair Bahia Vista & Cape Cod

JOB PHONE:

DESCRIPTION OF WORK: Prevailing Wage Extras

Tim 10hrs. Operator @ $43.43 $434.30

Ben 10 hrs. Laborer @ $ 31.89 $318.90

Jeff 10hrs. Driver @ $ 32.97 $329.70

TOTAL MATERIALS		
TOTAL LABOR	1082	90
TRUCKING		
TAX		
TOTAL AMOUNT	$1082	90

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
5/6/2025	641157

Bill To
Lake Berryessa Resort Improvement Dist. 1195 Third St., Room 201 Napa, CA 94559 Attn: Anna Maria

Ship To
NB Repair Woodhaven

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	5/6/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30614	0.00	0.00
	Contracting	Materials	966.40	966.40
	Contracting	Labor & Equipment	4,150.00	4,150.00
	Trucking	Trucking	1,500.00	1,500.00
	Contracting	Prevailing Wages Extras	1,007.50	1,007.50
		Sales Tax	7.75%	0.00

Phone #
(707) 224-0682

Total $7,623.90

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30614

DATE OF ORDER: 5·1·25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID - WOODHAVEN

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: WOODHAVEN

JOB PHONE:

DESCRIPTION OF WORK:

FIXED 2 WATER LEAKS @ 426 WOOD HAVEN

TRUCKING	10 HRS Jeff	$ 1500 —
SAND -	1.5 YARD	$ 132 —
A/B -	4 YARDS	$ 272 —
EZ STREET -	1.5 YARD	$ 375 —
VIO 40 -	10 HRS Clint	$ 1850 —
LABOR -	20 HRS Ben & Brandon	$ 2000 —
FOREMAN TRUCK TOOLS		$ 300 —

2x 1" BRASS COMPRESSION COUPLER $187.40

TOTAL MATERIALS	966	40
TOTAL LABOR	4150	—
TRUCKING	1500	—
TAX		
TOTAL AMOUNT	$ 6616	40

DATE COMPLETED: / /

WORK ORDERED BY:

Signature CLINT

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION
1305 CAPELL VALLEY RD
NAPA, CALIFORNIA 94558
(707) 224-0682

JOB WORK ORDER

6361

DATE OF ORDER: 5/1/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION:

Woodhaven Prevailing Wages

JOB PHONE:

DESCRIPTION OF WORK:

Jeff Driver 10hrs. @ $32.97 $329.70

Brandan labor 10hrs. @ $39.89 $398.90

Ben R. labor 10 hrs. @ $27.89 $ $278.90

TOTAL MATERIALS		
TOTAL LABOR	1007	50
TAX		
TOTAL AMOUNT	$1007	50

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
5/6/2025	641158

Bill To
Lake Berryessa Resort Improvement Dist. 1195 Third St., Room 201 Napa, CA 94559 Attn: Anna Maria

Ship To
NB Repair Rimrock

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	5/6/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30622		
	Contracting	Materials	992.10	992.10
	Contracting	Labor & Equipment	4,050.00	4,050.00
	Trucking	Trucking	1,650.00	1,650.00
	Contracting	Prevailing Wage Extras	1,076.68	1,076.68
		Sales Tax	7.75%	0.00

Phone #	**Total**	$7,768.78
(707) 224-0682		

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30622

DATE OF ORDER: 4/30/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID - RimRock

ORDER TAKEN BY:

ADDRESS:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

CITY:

JOB NAME AND LOCATION: RimRock

JOB PHONE:

DESCRIPTION OF WORK:

FIXED WATER LEAK @ RIMROCK - SPLIT @ VALVE @ MAIN - CHANGED VALVE AND CHECKED FOR LEAKS - SAND BACK FILL W/ A/B AND EZ-STEET PATCH

V10 SS 10 HRS	CLINT	$ 1950 —
LABOR - 21 Hrs	Ben & Brandon	$ 2100 —
SAND - 1.5 yards		$ 132 -
A/B - 3 yards		$ 204 —
EZ STREET - 1.5 yards		$ 375 —
TRUCKING - 11 HRS	- JEFF	$ 1650 —

2 x BRASS 1" Compression Coupler
1 x BRASS GATE VALVE ADAPTER
$281.10

TOTAL MATERIALS	992	10
TOTAL LABOR	4050	—
TRUCKING	1650	—
TAX		
TOTAL AMOUNT	$ 6092	10

DATE COMPLETED: / /

WORK ORDERED BY:

Signature: CLINT

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

JOB WORK ORDER

PRIDMORE BROTHERS CONSTRUCTION
1305 CAPELL VALLEY RD
NAPA, CALIFORNIA 94558
(707) 224-0682

6362

DATE OF ORDER: 4/30/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION:

Rimrock Prevailing Wage

JOB PHONE:

DESCRIPTION OF WORK:

Jeff Driver 10 hrs. @ $32.97 RT $329.70
1 hrs. @ $33.04 OT $33.04
Brandon Labour 10 hrs. @ $39.89 RT $398.90
.5 hrs @ $45.14 OT $22.57
Ben R Labor 10 hrs @ $27.89 RT $278.90
.5 hrs. $27.14 OT $13.57

TOTAL MATERIALS	-	
TOTAL LABOR	1076	68
TAX		
TOTAL AMOUNT	$1076	68

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
6/5/2025	641172

Bill To	Ship To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria	NB Repair 101 Clearwater Ct Urgent

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		6/5/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #6402		
	Contracting	Materials	617.00	617.00
	Contracting	Labor & Equipment	4,820.00	4,820.00
	Trucking	Trucking	1,200.00	1,200.00
	Contracting	Prevailing Wage Extras	1,201.44	1,201.44
		Sales Tax	7.75%	0.00

Total $7,838.44

Phone #
(707) 224-0682

JOB WORK ORDER

PRIDMORE BROTHERS CONSTRUCTION
1305 CAPELL VALLEY RD
NAPA, CALIFORNIA 94558
(707) 224-0682

6402

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				6/4/25

BILL TO NBIRD

ORDER TAKEN BY

ADDRESS

CITY

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION
101 Clearwater urgent Repair

JOB PHONE

DESCRIPTION OF WORK:

Repair service Leak Clearwater

Forman	8hr	Gil	$1200-
O/O ex	8hr	Andrew	$1480-
Labor	8hr	Ben	$800-
Labor	8hr	Brandon	$800-
Dump truck	8hr	Jeff	$1200-

Wacker	$150-	1 yard	Sand $88
Generator	$200-	3 yards	Base $20
Pump	$65-	1 Yard	Power Rate $250-
Cut off saw	$125-		
$75 fittings and Pipe			

TOTAL MATERIALS	617	-
TOTAL LABOR	4820	—
Trucking	1200	—
TAX		
TOTAL AMOUNT	$6637	—

DATE COMPLETED / /

WORK ORDERED BY

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

JOB WORK ORDER

6367

PRIDMORE BROTHERS CONSTRUCTION
1305 CAPELL VALLEY RD
NAPA, CALIFORNIA 94558
(707) 224-0682

DATE OF ORDER: 6/4/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: 101 Clearwater Ct. Leak Repair

JOB PHONE:

DESCRIPTION OF WORK: Prevailing wage Extras

Andrew Operator 8 hrs. @ 49.43 $ 395.44
Ben R. Laborer 8 hrs. @ 27.89 $ 223.12
Brandon Laborer 8 hrs. @ 39.89 $ 319.12
Jeff Driver 8 hrs. @ 32.97 $ 263.76

TOTAL MATERIALS		
TOTAL LABOR	1201	44
TAX		
TOTAL AMOUNT	$1201	44

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – Not Used.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 250457B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

RECITALS

A. On April 11, 2025, District staff determined the water supply intake access road to be impassable for transporting materials via service truck to a construction project site.

B. The immediate repair of the intake access road was critical to not halt electrical upgrade construction activity.

C. Contractor was selected to perform the work without competitive bidding because the contract amount is below the threshold for competition.

D. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to the need to have the repair services performed before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.

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

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor's proposal, quote, or bid.

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

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall be effective retroactively to April 11, 2025. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.3 Termination for Cause. District may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely perform the scope of work in accordance with the

schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from District specifying the nature of the default, District may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of District enumerated in this paragraph are in addition to and independent of District's rights under any other provision of this Agreement and any right or remedy available to District at law or in equity.

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of One Thousand Seven Hundred Fifty-Seven Dollars and Forty-Two Cents ($1,757.42).

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Thousand Seven Hundred Fifty-Seven Dollars and Forty-Two Cents ($1,757.42).

3.2 Payment Process. Contractor may submit one invoice in arrears for work performed to the District Engineer who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days after this Agreement is approved by the Board of Supervisors.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the District Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the work, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents

monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

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

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

ARTICLE IV – BONDS AND INSURANCE

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

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

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds $25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by District and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California

Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

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

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

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

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

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

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

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

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

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

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

7.4 Prevailing Wage Requirements. The scope of work includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

8.2 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract

negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage

prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT	CONTRACTOR
Christopher Silke, P.E. District Engineer Napa Berryessa Resort Improvement District 1195 Third Street, Suite 101 Napa, CA 94559	Gil Pridmore, President Pridmore Brothers Construction, Inc. 1305 Capell Valley Road Napa, CA 94558

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

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

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by District.
9.4.4 Contractor’s bid or proposal.

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

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

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

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

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

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

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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By _____
Gil Pridmore, President

By _____
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By _____
ANNE COTTRELL,
Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: July 2, 2025 PL Doc. No. 134219	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to perform urgent repair to the water supply intake access road alongside Lake Berryessa. For itemization of the work scope, refer to the Pridmore Brothers Construction Invoice No. 641141 dated April 29, 2025, attached hereto and incorporated by reference as Attachment 1.

II. Schedule

Contractor completed the Scope of Work on April 16, 2025.

ATTACHMENT 1
to
EXHIBIT A

Pridmore Brothers Construction, Inc.

Attachment 1

Invoice

1305 Capell Valley Road
Napa, CA 94558

Date	Invoice #
4/29/2025	641141

Bill To	Ship To
Lake Berryessa Resort Improvement Dist. 1195 Third St., Room 201 Napa, CA 94559 Attn: Anna Maria	NB Repair Water Intake Rd Maintenance

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	4/29/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30677		
	Contracting	Labor	1,375.00	1,375.00
	Trucking	Trucking	225.00	225.00
	Contracting	Prevailing Wage Extras	157.42	157.42
		Sales Tax	7.75%	0.00

Total $1,757.42

Phone #
(707) 224-0682

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30677

DATE OF ORDER				
CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE 4/16 25

BILL TO: Napa Co NB
ORDER TAKEN BY:
ADDRESS:
☐ DAY WORK
☐ CONTRACT
☐ EXTRA
CITY:
JOB NAME AND LOCATION: Water Intake Rd, Winter Maintance
JOB PHONE:

DESCRIPTION OF WORK:

450 Dozer	Gil 5hrs	$875 —
Trayng Plant	Jeff	$225 —
Labor 5 hrs.	Jeff	$500 —

TOTAL MATERIALS		
TOTAL LABOR	1375	—
TRUCKING	225	—
TAX		
TOTAL AMOUNT	$1600	—

DATE COMPLETED / /
WORK ORDERED BY

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

JOB WORK ORDER

6356

PRIDMORE BROTHERS CONSTRUCTION
1305 CAPELL VALLEY RD
NAPA, CALIFORNIA 94558
(707) 224-0682

DATE OF ORDER 4/16/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: Water intake Rd Prevailing Wage

JOB PHONE:

DESCRIPTION OF WORK:

Jeff labor 5 hrs. @ 24.89 $124.45

Jeff Driver 1 hrs. @ 32.97 $ 32.97

TOTAL MATERIALS	-	
TOTAL LABOR	157	42
TAX		
TOTAL AMOUNT	$157	42

DATE COMPLETED / /

WORK ORDERED BY

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – Not Used.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such

deductibles or self-insurance retentions as respects District, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 250458B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

RECITALS

A. The District solicited informal proposals from contractors to mow the grow season vegetation and clear winter deadfall from within the lateral corridors of the sprayfield disposal area.

B. Pridmore Brothers Construction submitted the lowest proposal to perform the work.

C. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to the urgency of completing the work before rattlesnake season, Contractor performed the work before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.

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

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor's proposal, quote, or bid.

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

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any

attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall be effective retroactively to April 17, 2025. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.3 Termination for Cause. District may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely perform the scope of work in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from District specifying the nature of the default, District may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights

by or through Contractor under this Agreement. The rights and remedies of District enumerated in this paragraph are in addition to and independent of District's rights under any other provision of this Agreement and any right or remedy available to District at law or in equity.

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of Two Thousand Four Hundred Ninety-Seven Dollars and Twenty-Seven Cents ($2,497.27).

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Two Thousand Four Hundred Ninety-Seven Dollars and Twenty-Seven Cents ($2,497.27).

3.2 Payment Process. Contractor may submit one invoice in arrears for work performed, to the District Engineer who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following approval of this Agreement by the Board of Supervisors.

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

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

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

ARTICLE IV – BONDS AND INSURANCE

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

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

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds $25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by District and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

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

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

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

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

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

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

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

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

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

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

7.4 Prevailing Wage Requirements. The scope of work includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT	CONTRACTOR
Christopher Silke, P.E. District Engineer Napa Berryessa Resort Improvement District 1195 Third Street, Suite 101 Napa, CA 94559	Gil Pridmore, President Pridmore Brothers Construction, Inc. 1305 Capell Valley Road Napa, CA 94558

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

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

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by District.
9.4.4 Contractor’s bid or proposal.

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

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

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

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

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

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

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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By _____
Gil Pridmore, President

By _____
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By _____
ANNE COTTRELL,
Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zelenv* Chief Deputy County Counsel Date: July 2, 2025 PL Doc. No. 134220	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to perform upland mowing of irrigation system laterals conveying treated wastewater for spray disposal. For itemization of the work scope, refer to the Pridmore Brothers Construction Invoice No. 641139 dated April 29, 2025, attached hereto and incorporated by reference as Attachment 1.

II. Schedule

Contractor completed the Scope of Work on April 17, 2025.

ATTACHMENT 1
to
Exhibit A

Pridmore Brothers Construction, Inc.

Attachment 1

Invoice

1305 Capell Valley Road
Napa, CA 94558

Date	Invoice #
4/29/2025	641139

Bill To
Lake Berryessa Resort Improvement Dist. 1195 Third St., Room 201 Napa, CA 94559 Attn: Anna Maria

Ship To
NB Repair Mowing, Sewer Ponds

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	GCP	4/29/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30625		
	Contracting	Labor	1,800.00	1,800.00
	Trucking	Trucking	150.00	150.00
	Contracting	Prevailing Wage Extras	547.27	547.27
		Sales Tax	7.75%	0.00

Phone #
(707) 224-0682

Total $2,497.27

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30625

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				4/17/25

BILL TO: N. B. R. I. D.

ORDER TAKEN BY:

ADDRESS:

CITY:

- [x] DAY WORK
- [ ] CONTRACT
- [ ] EXTRA

JOB NAME AND LOCATION: Sewer Ponds.

Jeff mowing

JOB PHONE:

DESCRIPTION OF WORK: mowing on road ~~East~~ ponds to end of spray field lines, bypass main line after slides

Skid steer/mower	5 hrs.	$875—
mini excavator	5 hrs	$925—
Transport	1 hrs	$150—

TOTAL MATERIALS		
TOTAL LABOR	1800	—
TRUCKING	150	—
TAX		
TOTAL AMOUNT	$1950	—

DATE COMPLETED: / /

WORK ORDERED BY:

- [ ] No one home
- [ ] Total amount due for above work: or
- [ ] Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30626

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				4/17/25

BILL TO: LBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

- [x] DAY WORK
- [ ] CONTRACT
- [ ] EXTRA

JOB NAME AND LOCATION: Mowing Prevailing wage extras

JOB PHONE:

DESCRIPTION OF WORK:

Jeff 10hrs. Operator @ $51.43 $514.30

Jeff 1hr. Driver @ $32.97 $32.97

TOTAL MATERIALS		
TOTAL LABOR	547	27
TRUCKING		
TAX		
TOTAL AMOUNT	$ 547	27

DATE COMPLETED: / /

WORK ORDERED BY:

- [ ] No one home
- [ ] Total amount due for above work: or
- [ ] Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – Not Used.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such

deductibles or self-insurance retentions as respects District, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1107

TO: Housing Authority Commissioners

FROM: Jennifer Palmer, Executive Director

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: California Human Development Corporation Agreement No. 260018B (NCHA)

RECOMMENDATION

Approve and authorize Agreement No. 260018B (NCHA) with California Human Development Corporation for a maximum amount of $1,152,577 for the term July 1, 2025, through June 30, 2026, for onsite management of the three Napa County farmworker centers known as the River Ranch Center, Mondavi Center, and Calistoga Center. (Fiscal Impact: $1,152,577 expense; Napa County Housing Authority Fund, Budgeted, Discretionary)

BACKGROUND

California Human Development Corporation (CHDC) provides onsite management services for the three farmworker centers (centers). CHDC specializes in working with the farmworker population and has provided excellent service to the Housing Authority for the past 17 years. CHDC staff, including managers, cooks, and janitors, are onsite 24/7 to provide three meals a day, collect and record rent rolls, perform ongoing and preventative maintenance, oversee general operations (including daily janitorial services) and ensure lodgers have access to safe, welcoming and affordable housing.

The Napa County Housing Authority has contracted with CHDC for the past 17 years as they provide specialized services for farm workers and provide the most cost-effective service. The proposed contract includes an increase from prior fiscal year of 4%, reflecting operational increases in information technology, fringe benefits, and marketing, for example.

CHDC will also operate to provide 56,430 possible bed nights for farm workers (total for the three centers). The opening and closing schedule is:

Calistoga: Open: 07/01/25 Close: 11/22/25 Reopen: 12/29/25

Mondavi: Open 07/01/25 Close: 11/15/25 Reopen: 12/22/25

River Ranch: Open 07/01/25 Close: 12/27/25 Reopen: 02/02/26

The operating schedule ensures there is always one center open, and times the closing of two centers to the slowest period of the year (November - December) when demand for agricultural work is reduced and many farmworkers return home to family outside of the Napa Valley. Although the centers have seen a resurgence in occupancy rates after significant decreases during the COVID-19 pandemic, supply and demand within the agricultural industry fluctuates year over year and may increase or decrease demand for housing. Nonetheless, County staff will continue marketing efforts and collaboration with CHDC to obtain a 95% occupancy rate to maximize revenues and meet State requirements. Historically, the centers have averaged above 90% overall throughout the eleven months each one is licensed to operate, owning to the year-round demand for specialized agricultural and vineyard management labor.

CHDC has a strong working relationship with County staff and local non-profits such as Cinco de Mayo, Inc./Farmworker Committee, which hosts an annual golf tournament to fundraise for on-going maintenance needs at each of the centers as well as provide for an annual holiday meal and gifts for the farmworkers.

Requested Action: Approve and authorize Agreement No. 260018B (NCHA) with California Human Development for a maximum amount of $1,152,577 for the term July 1, 2025, through June 30, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Housing Authority
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Housing Authority contracts with CHDC each year to provide onsite management of the centers. In the previous three RFP's for a service provider, CHDC was chosen as the best and most cost efficient fit to provide these services.
Is the general fund affected?	No
Future fiscal impact:	Each year, the Housing Authority will contract with a service provider for onsite management of the centers.
Consequences if not approved:	Current staff do not have the capacity to provide the services CHDC does. If the contract is not approved, the centers would close.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260018B (NCHA)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2025, ("Effective Date") by and between NAPA COUNTY HOUSING AUTHORITY, a Public Housing Authority pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as "AUTHORITY," and CALIFORNIA HUMAN DEVELOPMENT CORPORATION, whose address is 3510 Unocal Place, Suite 200, Santa Rosa, CA 95403, hereinafter referred to as "CONTRACTOR."

RECITALS

A. WHEREAS, AUTHORITY wishes to obtain professional services, as authorized by Government Code section 31000, in order to provide management oversight of the day operation and provision of other related services for farmworkers who utilize the accommodation of three farmworker housing centers owned by AUTHORITY identified as: (1) the Calistoga Center located at 3996 St. Helena Highway, Calistoga, (2) the River Ranch Center located at 1109 Silverado Trail South, St. Helena, and (3) the Mondavi Center located at 5589 Silverado Trail, Napa.

B. WHEREAS CONTRACTOR is willing to provide services to AUTHORITY under the terms and conditions set forth herein.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2026, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. AUTHORITY may suspend all or any portion of CONTRACTOR's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. AUTHORITY must give 10 days prior written notice to CONTRACTOR of such suspension. AUTHORITY may rescind the suspension prior to or at 60 days by providing CONTRACTOR with written notice of the rescission, at which time CONTRACTOR will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. Either party may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 90 days prior written notice of such termination to other party. The termination of the Agreement shall be effective 90 days after receipt of the notice by either party. After receipt of notice of termination of all or any portion of the Agreement, CONTRACTOR shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of CONTRACTOR's affected performance under the Agreement. CONTRACTOR shall deliver to AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by CONTRACTOR in performing this Agreement, whether completed or unfinished. CONTRACTOR may keep copies for its own records. AUTHORITY shall pay CONTRACTOR for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by CONTRACTOR in providing AUTHORITY with the data and documents required by this paragraph. CONTRACTOR shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. AUTHORITY shall pay CONTRACTOR according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE MILLION, ONE HUNDRED FIFTY-TWO THOUSAND, FIVE HUNDRED SEVETY-SEVEN ($1,152,577) per contract year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. CONTRACTOR may submit one invoice per calendar month, in arrears for services provided, to the Department of Housing & Community Services Project Manager (or their designee) who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. CONTRACTOR shall provide AUTHORITY with access to CONTRACTOR's records which are reasonably necessary for AUTHORITY to review or audit CONTRACTOR's compliance with the provisions of this Agreement. CONTRACTOR shall provide such access within 10 business days after written request by AUTHORITY, either by providing copies of the requested records to AUTHORITY or allowing AUTHORITY to inspect and photocopy the records at CONTRACTOR's place of business where the records are kept. CONTRACTOR shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other

party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY	CONTRACTOR
Napa County Housing Authority	California Human Development Corp.
2751 Napa Valley Corporate Dr. Bld. B Napa, CA 94558	3510 Unocal Place Suite 200 Santa Rosa, CA 95403

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

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

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 CONTRACTOR's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole

responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

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

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

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

9.9 Insolvency. CONTRACTOR shall notify AUTHORITY if CONTRACTOR enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AUTHORITY contract numbers and contracting offices for all AUTHORITY contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing

party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

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

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

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

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

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

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

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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by AUTHORITY, acting by and through the DEPARTMENT OF HOUSING & COMMUNITY SERVICES, and by CONTRACTOR through its duly authorized officer(s).

California Human Development Corporation, a California Corporation

By Heather Henry
HEATHER HENRY, CEO

California Human Development Corporation, a California Corporation

By 
DAN WALKER, CFO

NAPA COUNTY HOUSING AUTHORITY,
a Public Housing Authority

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: *Corey S. Utsurogi* (e-signature) _____

Deputy County Counsel

Date: __6/23/2025_____

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR shall provide AUTHORITY with the following minimum services relating to management and day to day operations with respect to the three farmlabor housing centers (collectively "Centers", individually "Center") in Napa County known as: (1) Mondavi Center, 5585 Silverado Trail (sometimes referred to as 5589 Silverado Trail), Napa), (2) River Ranch Center, 1109 Silverado Trail, St. Helena, and (3) Calistoga Center, 3996 N. St. Helena Highway, Calistoga:

DESCRIPTION OF SERVICES:

A. **General:** CONTRACTOR shall carry out its overall management and day-to-day operations oversight responsibilities of the Centers in accordance with this Agreement, Scope of Work (Exhibit A), CONTRACTOR Operating Budget (Exhibit B), center maintenance schedule, the requirements imposed under the grant documents of the Joe Serna, Jr. Farmworker Housing Grant Program, and all applicable federal, State, and local laws and regulations

B. **Operating Periods:** As of July 1, 2025 through the term of the Agreement, CONTRACTOR shall make available to eligible farmworkers ("Lodgers") housing accommodations at the Centers excluding the periods set forth below:

    1. River Ranch Center – Open 07/01/2025 Close 12/27/2025 Reopen 02/02/2026
    2. Calistoga Center – Open 07/01/2025 Close 11/22/2025 Reopen 12/29/2025
    3. Mondavi Center – Open 07/01/2025 Close 11/15/2025 Reopen 12/22/2025

    The scheduled operating period for each Center may be modified only with the prior written consent of AUTHORITY, or in case of a necessary closure due to immediate health and safety issues.

C. **Staffing:** CONTRACTOR shall be responsible for ensuring that appropriate and competent staff is available and in place. At a minimum, CONTRACTOR shall maintain an on-site manager and cook at each Center. The full staffing complement is:

    1. Calistoga Center:

        a. On-site Manager – 100% for 11 months plus 2 weeks shutdown maintenance and opening preparation.

b. Cook – 100% for 11 months including scheduled overtime and holiday pay.

c. Assistant Cook/Custodian – 100% for up to 11 months including scheduled overtime and holiday pay.

2. River Ranch Center

a. On-site Manager – 100% for 11 months plus 2 weeks shutdown and maintenance and opening preparation.

b. Cook – 100% for 11 months plus scheduled overtime and holiday pay.

c. Assistant Cook/Custodian - 100% for 11 months plus scheduled overtime and holiday pay.

3. Mondavi Center

a. On-site Manager– 100% for 11 months plus 2 weeks shutdown and maintenance and opening preparation.

b. Cook– 100% for 11 months including scheduled overtime and holiday pay.

c. Assistant Cook/Custodian – 100% for up to 11 months plus scheduled overtime and holiday pay.

4. Administration/Maintenance

a. Housing Director – 20% for 12 months, with responsibility for personnel and program oversight including but not limited to monitoring of revenues and expenditures to ensure they align with the allocated CONTRACTOR

b. Maintenance Manager – 40% for 12 months, with responsibility for providing general maintenance and general repairs at all three Centers per the Job Description and maintenance requirements detailed in Scope of Work – Maintenance Requirements.

c. Administrative Assistant/ Fiscal Analyst – 100% for 12 months, to provide routine fiscal and administrative support for the Farm Worker Program under supervision of Housing Program Director.

In the event AUTHORITY determines that any of CONTRACTOR's staff is performing in an unsatisfactory manner, AUTHORITY will so notify CONTRACTOR, and CONTRACTOR shall take immediate action to remedy such unsatisfactory performance. CONTRACTOR shall be liable for any damage to the Centers caused by CONTRACTOR's staff.

D. Communication and Interface with CONTRACTOR: CONTRACTOR, through its Housing Director or designated staff, shall be responsible for working with AUTHORITY to:

1. Meet on a monthly basis and additionally throughout the year on an as-needed basis with AUTHORITY's Project Manager or designee regarding operations of the Centers to review and make recommendations to AUTHORITY concerning the annual and periodic budgets submitted with respect to the Centers, as well as applicable property management practices. Such review and recommendations shall also include rents, occupancy rates and expense projections, review of required monthly and quarterly reports as required herein.

2. CONTRACTOR will prepare Monthly Occupancy Reports and Projections for each Center and will endeavor to take all necessary actions to achieve the occupancy levels and the corresponding rental income for each Center as projected in Operating Budget, including ensuring daily entry of available beds in GIS-based, public facing dashboard.

E. Food Service: CONTRACTOR shall implement a food service program so as to provide three (3) meals a day, Monday through Saturday, and a cold breakfast on Sundays, for lodgers at the Centers in accordance with applicable health and safety laws. CONTRACTOR shall utilize available low-and no-cost food from the Food Bank monthly to reduce food purchasing costs, and shall proactively coordinate with Feed It Forward for available food recovery donations as a part of the regular duties of the administrative assistant position increasing from .8FTE to 1.0FTE in FY 25/26. CONTRACTOR shall track and report monthly on pounds of low and no cost food purchased or donated to the Centers in the prior month through the Food Bank and Feed It Forward.

F. Rental Administration:

1. Lodger Eligibility/Lodging Agreement: CONTRACTOR shall certify upon initial lodger registration that the proposed lodger is a farmworker and provides verification in the form of a pay stub or employer letter of farmworker/agricultural employment within 30 days of initial registration. The lodger's certification and verification of employment shall be retained by CONTRACTOR with lodger's registration.

2. CONTRACTOR shall require each lodger to execute an AUTHORITY approved Lodging Agreement prior to granting a right of occupancy to the lodger.

3. Lodger Grievance Procedures: CONTRACTOR shall provide a copy of the AUTHORITY approved Grievance Procedure to each lodger upon registration.

4. Center Rules and Regulations: CONTRACTOR shall provide a copy of the AUTHORITY approved Farmworker Center Rules and Regulations and ensure compliance therewith by both staff and lodgers in their use of the Centers. The copy shall be provided to each lodger upon registration. Use of the Centers shall be limited to lodgers, CONTRACTOR and AUTHORITY staff, and users who have obtained prior AUTHORITY consent.

5. Lodger Recruitment: CONTRACTOR shall develop a comprehensive marketing plan to increase occupancy during non-peak months within thirty (30) days of the effective date of this Agreement or another date mutually agreed upon in writing, to maximize occupancy at the Centers. The marketing plan shall outline specific strategies, timelines, deliverables, and audiences including targeted advertising and interaction with prospective lodgers and employers through distribution of appropriate written (printed or digital) materials and in cooperation with the farmworker labor industry and farmworker service providers in Napa County.

6. Termination of Tenancies: CONTRACTOR shall have the right to terminate the lodger relationship for non-payment of lodging fees or just cause under applicable Federal, State and local laws or AUTHORITY approved written policies and rules and regulations. AUTHORITY shall be notified in writing of any such lodger termination.

G. Operation of Centers – Budget – Grants:

1. CONTRACTOR shall operate the Centers in accordance with this Scope of Work and the Operating Budget, including maintaining HCD required 95% occupancy thresholds. AUTHORITY may negotiate the Operating Budget in writing to correspond to revised occupancy and revenue projections for approved operating periods for the Centers and approved funding sources.

2. The budget is based on CONTRACTOR maintaining an average occupancy rate of not less than ninety five percent (95%) over the term of the Agreement, in the aggregate for all three Centers, per the regulatory requirements of HCD. AUTHORITY shall be responsible for any deficits arising from an increase in AUTHORITY expenses as identified in AUTHORITY's approved Fiscal Year 2025/2026 Budget. The contract budget was established based on a 95% occupancy projection. Actual operations below 95% occupancy will not result in CONTRACTOR being responsible for revenue shortfall, but may result in contract scope negotiations to align operating budget to actual revenues.

3. AUTHORITY shall arrange to be billed directly for expenses as identified in CONTRACTOR'S approved Fiscal Year 2025/2026 Budget and shall pay the same

when due. All other expenses associated with the operations of the Centers and identified in the budget shall be the responsibility of CONTRACTOR.

4. CONTRACTOR may perform budget line-item adjustments or transfers for each Center, as identified in Operating Budget, up to ten percent of the total original budget line-item amount, excluding budget line items for salaries. AUTHORITY will review requests within 5 business days of receipt and will not unreasonably withhold approval. Budget line-item adjustments or transfers relating to salaries, or in excess of ten percent per line item per Center of the original budget amount, must be submitted in writing to the AUTHORITY at least 30 days prior to the requested effective date of the adjustment, and will be treated as a budget modification request.

5. All budget modification requests must be approved in writing by AUTHORITY in advance of the modification. All modification requests will be made to AUTHORITY in writing, with supporting documentation, for AUTHORITY's review and approval and are subject to the provisions of Paragraph 9.16 (Amendment/Modification) of this Agreement.

6. AUTHORITY and CONTRACTOR shall work cooperatively and to the extent possible be co-applicants in to seeking grants related to the operation of the Centers, whether for capital improvements and/or operating expenses. In the event such grants are received, such funds shall be deposited with AUTHORITY, with appropriate reimbursement to CONTRACTOR if so allowed under the terms of the grant. In the event the grant terms limit deposit and use of the funds to CONTRACTOR only, then CONTRACTOR will reflect receipt and expenditure of the grant funds in its financial reporting to AUTHORITY.

7. All donations which are received by AUTHORITY or CONTRACTOR which are associated with the operations of the Centers shall be processed in accordance with adopted AUTHORITY policies.

H. Compliance with AUTHORITY Financial Policies and Procedures:

1. CONTRACTOR shall comply with adopted AUTHORITY Financial Policies and Procedures as identified below. CONTRACTOR shall also comply with the Financial Policies and Procedures as they may be amended or newly adopted in the future. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Financial Policies and Procedures so that CONTRACTOR may remain compliant with these requirements. AUTHORITY adopted Financial Policies and Procedures as of the effective date of this Agreement are:

    a. Lodging Revenue and Deposits – May 2025

b. Collection Monitoring – Prepaid Lodger Accounts – May 2018

c. Collection Monitoring and Past Due Accounts – May 2018

d. Rent Refunds –July 2007

e. Acceptance of Donations – May 2018

f. Petty Cash –October 2007

I. Statements:

1. Monthly Statement. CONTRACTOR shall submit to AUTHORITY, on or before the 20th day following the end of each month, a Monthly Statement detailing revenue and expenses for each Center. CONTRACTOR shall submit an itemized Occupancy Report for each Center that documents projected versus actual occupancy for the preceding month and compares actual occupancy rate compared to the last three years of operation for each Center on or before the 10th of each month.

2. Close Out Statement CONTRACTOR shall submit to AUTHORITY a Close Out Statement, which details for each Center for the contract period all revenue received, and all accrued and paid operational expenses, on or before the 30th day following the end of the contract period. AUTHORITY shall utilize the Close Out Statement as the final revenue and expense statement for the contract period.

J. Maintenance/Repairs/Inspections:

1. Day to day maintenance: Centers will be inspected daily and any and all routine maintenance (e.g. general cleaning, groundskeeping, etc.) will be completed in a timely and professional manner. This applies to both the interiors and exteriors of the Centers, and improvements associated with the Centers.

2. Repairs: All necessary repairs will be performed in a timely and professional manner.

   a. Non-Emergency Repairs (or Minor Repairs) are defined as repairs that do not pose an immediate threat but could lead to further deterioration if left unaddressed. Examples include minor leaks, burnt-out lightbulbs, or squeaky floors. For non-emergency repairs reported by the AUTHORITY, lodgers, or identified by the CONTRACTOR, the CONTRACTOR shall initiate and complete such repairs within thirty (30) days from the date of notice or discovery, unless delayed by circumstances beyond the CONTRACTOR'S control (e.g. weather, availability of materials, or tenant access issues.)

b. Major Repairs are defined as those that involve significant expenditures beyond routine upkeep, often necessary to restore a property to its intended use or comply with updated regulations. Examples include failing roof or repairing structural damage. Any major repairs or the need for the same will be reported to the AUTHORITY Project Manager or designee within 24 hours of discovery. CONTRACTOR shall collaborate with AUTHORITY to develop a scope of work, budget, and coordinate repair(s).

3. Water systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party water system operator, for the weekly, monthly, and/or annual maintenance and testing required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the water system on a daily basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party water system operator. AUTHORITY will coordinate at least a one (1) annual training between water system operator and CONTRACTOR staff regarding operation of manual generator for the water system and general water system operation.

4. Fire protection systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party fire protection system vendor, for the weekly, monthly, or annual maintenance and testing required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the fire protection systems on a daily basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party fire protection system vendor.

5. Septic Systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party septic system vendor, for septic pumping, maintenance, and testing as required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the fire protection systems on a daily basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party septic system vendor.

6. HVAC Systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party HVAC system vendor, for preventative maintenance, inspection, and minor repairs. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the HVAC systems on a routine basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party septic system vendor.

K. Emergency Repairs:

1. CONTRACTOR shall be authorized to make or cause to be made, such emergency repairs to the Centers as may be advisable or necessary to provide for the preservation of the structures and improvements from imminent damage, the health and safety of the lodgers, or protection of the lodgers' property. CONTRACTOR shall be limited to expenditures of up to $2,000 per Center over the term of this Agreement for such repairs without obtaining AUTHORITY's prior written approval.

2. CONTRACTOR shall not make any repairs or purchase any supplies or labor related to emergency repairs without prior written approval of AUTHORITY if the cost exceeds the foregoing $2,000 limitation.

3. Any costs associated with repairs caused by a lack of required performance or negligence by CONTRACTOR under this Agreement with the exception of deferred maintenance shall be charged back to CONTRACTOR and costs will not be approved for reimbursement to CONTRACTOR from AUTHORITY.

4. CONTRACTOR, with AUTHORITY approval, will maintain a list of qualified vendors and subcontractors qualified to perform emergency repairs.

5. CONTRACTOR shall address emergency repairs within 24 hours of report.

L. Reporting Requirements: CONTRACTOR shall assist AUTHORITY in meeting its State reporting obligations.

M. CONTRACTOR's Employee Housing: CONTRACTOR is granted a license to utilize the units described below at the Centers for employees of CONTRACTOR in conjunction with those employees' services provided at those Centers. Compensation to AUTHORITY for this license shall be as identified in Operating Budget under "Staff Rental Revenue". Use of such units under this license shall be subject to applicable regulations as provided in this Agreement. The units for which the license is granted are as follows:

1. Calistoga Center – One 2 bedroom apartment on the ground floor of the "Carriage House", and one 2 bedroom apartment on the second floor of the "Carriage House".

2. Mondavi Center – One 2 bedroom apartment and one 1 bedroom apartment at the "Mobile Home".

3. River Ranch Center – Two 2 bedroom apartments at the Center and one 1 bedroom apartment.

N. Capital Planning: CONTRACTOR will assist AUTHORITY in coordinating the preparation and implementation of an annual Capital Improvement Plan for the Centers.

1. A capital improvement shall be defined as any substantial addition, alteration, or enhancement to the property that increases its value or extends its useful life. The CONTRACTOR shall undertake capital improvement work with written authorization from AUTHORITY.

O. Permits and Licenses: Except for agreed-upon program licenses and certifications, CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates as may be necessary to carry out its obligations under this Agreement.

P. Utilities: CONTRACTOR shall immediately notify AUTHORITY of any failure/interruption/break down of all utilities serving the Centers.

1. Waste management: CONTRACTOR shall implement and maintain a comprehensive waste management program that prioritizes waste reduction, proper sorting, and environmental education. All waste management activities shall comply with applicable laws and regulations. The CONTRACTOR shall provide periodic reports on waste reduction efforts and sorting compliance.

2. Electricity and gas: CONTRACTOR shall utilize energy-efficient equipment and practices to minimize electricity and gas consumption. The CONTRACTOR shall collaborate with AUTHORITY to track utility usage and CONTRACTOR will provide periodic reports detailing consumption trends and cost-saving recommendations.

Q. Maintenance Requirements

CONTRACTOR shall provide a Building Maintenance Manager to oversee general maintenance and repairs of the three Centers.

1. All maintenance and repair of the Centers will be performed in compliance with:
   a. applicable local, state, and federal laws as well as funding source regulations;
   b. OHSA and CONTRACTOR safety standards;
   c. inventory control policies and procedures utilizing property management software.
2. CONTRACTOR will take a preventative maintenance approach to reduce need for emergency maintenance as much as possible, with a focus on fixtures and assets (including capital assets) with critical function, which all residents (lodgers

and staff) deeply rely on such as toilets, faucets, showers, plumbing system, and residential water heaters (excluding radiant heat boilers). Not all-inclusive list.

3. CONTRACTOR shall provide a detailed scope of work for all maintenance repairs that exceed $2,000, including breakdown of estimated costs, required time, and necessary materials. The CONTRACTOR shall submit the scope of work to AUTHORITY prior to commencing any maintenance repair. Any deviations from the approved scope, budget, or timeline must be documented and authorized by AUTHORITY in writing.

4. Preventative Maintenance, Replacement, and Repair includes but is not limited to:

    a. General: tile and hardwood floors, carpeting, walls and ceilings, fans, windows and screens, blinds and shades, doors, lighting fixtures and bulbs, filters, painting (interior & exterior), common area furnishings, boilers.

    b. Bathroom: sink and drain leaks, bath and shower leaks, toilets, shower heads, faucets, grouting, cabinets and drawers, exhaust fans, vanity top and mirror, floors, lighting.

    c. Kitchen: sink and drain, garbage disposal, countertops, pantry, cabinetry, exhaust fans, lighting, appliances;

    d. Bedrooms: blinds, smoke/co2 alarms, light fixtures and bulbs, wall base, wall plates, window screens, doors, flooring.

    e. Additional: signage, smoke detector/carbon monoxide batteries, patio/deck, stairs, gutters, downspouts, landscaping, parking lot.

5. Service Request: All maintenance requests are handled by the use of a Work Order and must include:

    a. CONTRACTOR name, address, and contact information;

    b. Location: Name of Center and address;

    c. Service Information: Work Order Number, Status (Complete, Incomplete), Created By, Date Submitted;

    d. Scheduling Information: assigned to (name of employee), priority status, date time scheduled, actual completion date/time;

    e. Request Details: entry notes, issue description, parts and equipment needed, work notes, service comments, actions performed, time worked, start time, end time, time worked comments, parts used, date completed, and signature(s).

f. Work Orders must be submitted to AUTHORITY monthly.

g. Lodgers and Staff must have equitable methods to report maintenance or repair. Maintenance Managers contact information will be posted throughout the Centers (including dorm units, cafeteria, laundry room, and office)

h. All service request are handled on a one-call basis except when parts are required or professional services are required.

6. CONTRACTOR will create Preventative Maintenance Inspection Charts (Charts) and provide Charts to the AUTHORITY on a monthly basis. Charts include:

   a. Weekly Maintenance

   b. Monthly Maintenance

   c. Quarterly Maintenance

   d. Semi-Annual Maintenance

   e. Annual Maintenance

7. CONTRACTOR will perform semi-annual inspections of common areas, staff units, and grounds, and semi-annual inspections of lodger units to ensure compliance with applicable local, state and federal laws as well as funding source regulations. Inspections shall be scheduled with AUTHORITY staff so that inspections are performed together with CONTRACTOR and AUTHORITY staff present to support swift identification and action on any discovered remediation needs.

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 AUTHORITY 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
COMPENSATION AND FEE SCHEDULE

See Attachment.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
BUDGET - COMPARISON

DESCRIPTION	FY 2025 - 2026	FY 2024 - 2025 Current Year	Change	% of Change
REVENUE				
Resident Rental Revenue	$ 1,015,740.00	$ 959,310.00	$ 56,430.00	6%
Staff Rental Revenue	35,280.00	32,760.00	2,520.00	8%
TOTAL REVENUE	$ 1,051,020.00	$ 992,070.00	$ 58,950.00	6%
EXPENSES				
SALARIES & WAGES				
Housing Program Director	$ -			
Housing Division Director	$ 19,410.00	$ 27,462.00	$ (8,052.00)	-29%
Administrative Assistant	51,868.00	39,104.00	12,764.00	33%
Maintenance Manager	30,893.00	43,680.00	(12,787.00)	-29%
Mondavi On-Site Manager	70,699.00	74,983.00	(4,284.00)	-6%
On Site Managers Calistoga/River Ranch	141,398.00	133,120.00	8,278.00	6%
Cook	158,930.00	150,886.00	8,044.00	5%
Custodian	150,360.00	139,753.00	10,607.00	8%
TOTAL SALARIES & WAGES	$ 623,558.00	$ 608,988.00	$ 14,570.00	2%
FRINGE BENEFITS & EMPLOYER PR TAXES	$ 264,272.00	$ 233,441.00	$ 30,831.00	13%
TOTAL PERSONNEL EXPENSE	$ 887,830.00	$ 842,429.00	$ 45,401.00	5%
OPERATING EXPENSE				
Communication	$ 5,616.00	$ 5,724.00	$ (108.00)	-2%
Contract Services - Equipment	6,504.00	4,800.00	1,704.00	36%
Contract Services - Maintenance	22,350.00	22,350.00	-	0%
Information Technology	27,701.00	25,831.00	1,870.00	7%
Insurance	11,114.00	13,200.00	(2,086.00)	-16%
Other Expenses - See Detail	14,345.00	10,343.00	4,002.00	39%
Supplies - Food	-	-	-	
Supplies - Maintenance	15,001.00	20,000.00	(4,999.00)	-25%
Supplies - Office	2,000.00	2,000.00	-	0%
Training & Certification	600.00	1,400.00	(800.00)	-57%
Travel	9,180.00	8,596.00	584.00	7%
TOTAL OPERATING EXPENSE	$ 114,411.00	$ 114,244.00	$ 167.00	0%
TOTAL DIRECT EXPENSES	$ 1,002,241.00	$ 956,673.00	$ 45,568.00	5%
TOTAL INDIRECT EXPENSE	$ 150,336.00	$ 149,110.00	$ 1,226.00	1%
TOTAL	$ 1,152,577.00	$ 1,105,783.00	$ 46,794.00	4.2%

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
BUDGET - SITE DETAIL

DESCRIPTION	Calistoga Budget	Mondavi Budget	River Ranch Budget	FY 2025 - 2026 Budget
REVENUE				
Resident Rental Revenue	$ 338,580.00	$ 338,580.00	$ 338,580.00	$ 1,015,740.00
Staff Rental Revenue	10,080.00	10,080.00	15,120.00	35,280.00
TOTAL REVENUE	$ 348,660.00	$ 348,660.00	$ 353,700.00	$ 1,051,020.00
EXPENSES				
SALARIES & WAGES				
Housing Division Director	6,470.00	6,470.00	6,470.00	19,410.00
Administrative Assistant	17,287.00	17,287.00	17,294.00	51,868.00
Maintenance Manager	10,295.00	10,295.00	10,303.00	30,893.00
Regional On-Site Manager	63,629.00	3,535.00	3,535.00	70,699.00
On-Site Manager	-	70,699.00	$70,699	141,398.00
Cook	53,635.00	51,907.00	53,388.00	158,930.00
Custodian	50,438.00	51,627.00	48,295.00	150,360.00
TOTAL SALARIES & WAGES	$ 201,754.00	$ 211,820.00	$ 209,984.00	$ 623,558.00
FRINGE BENEFITS & EMPLOYER PR TAXES	$ 84,776.00	$ 84,672.00	$ 94,824.00	$ 264,272.00
TOTAL PERSONNEL EXPENSE	$ 286,530.00	$ 296,492.00	$ 304,808.00	$ 887,830.00
OPERATING EXPENSE				
Communication	$ 1,872.00	$ 1,872.00	$ 1,872.00	$ 5,616.00
Contract Services - Equipment	2,168.00	2,168.00	2,168.00	6,504.00
Contract Services - Maintenance	7,370.00	7,538.00	7,442.00	22,350.00
Information Technology	9,233.00	9,233.00	9,235.00	27,701.00
Insurance	3,704.00	3,705.00	3,705.00	11,114.00
Other Expenses - See Detail	4,777.00	4,777.00	4,791.00	14,345.00
Supplies - Food	-	-	-	-
Supplies - Janitorial	-	-	-	-
Supplies - Kitchen	-	-	-	-
Supplies - Maintenance	5,000.00	5,000.00	5,001.00	15,001.00
Supplies - Office	667.00	667.00	666.00	2,000.00
Training & Certification	200.00	200.00	200.00	600.00
Travel	3,514.00	2,888.00	2,778.00	9,180.00
TOTAL OPERATING EXPENSE	$ 38,505.00	$ 38,048.00	$ 37,858.00	$ 114,411.00
TOTAL DIRECT EXPENSES	$ 325,035.00	$ 334,540.00	$ 342,666.00	$ 1,002,241.00
TOTAL INDIRECT EXPENSE	$ 48,755.00	$ 50,181.00	$ 51,400.00	$ 150,336.00
TOTAL	$ 373,790.00	$ 384,721.00	$ 394,066.00	$ 1,152,577.00

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule A
Revenue

REVENUE $1,051,020

Revenue						$ 1,051,020.00
Revenue includes operational revenue as described in the budget narrative.						
Resident Rental Revenue						
Site	**Description**	**Resident Rent per Bed Night**	**Estimated Bed Nights**		**Total Revenue**	1,015,740.00
Calistoga	Revenue determined by number	18.00	18,810.00	33.33%	338,580.00	
Mondavi	of estimated occupied bed nights	18.00	18,810.00	33.33%	338,580.00	
River Ranch	multiplied by $18.00 per bed night.	18.00	18,810.00	33.34%	338,580.00	
		Total Bed Nights:	56,430.00	100.00%		
Staff Rental Revenue						
Site	**Description**	**# of units**	**Estimated # of months**	**Monthly Rent**	**Total Revenue**	35,280.00
Calistoga	Revenue determined by number	1.00	12.00	420.00	5,040.00	
Calistoga	of utilized rental units multiplied	1.00	12.00	420.00	5,040.00	
Mondavi	by $420 per month.	1.00	12.00	420.00	5,040.00	
Mondavi		1.00	12.00	420.00	5,040.00	
River Ranch		1.00	12.00	420.00	5,040.00	
River Ranch		1.00	12.00	420.00	5,040.00	
River Ranch		1.00	12.00	420.00	5,040.00	

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule B
Salaries Wages

Salaries & Wages

Wage Increase 3%

0.03

POSITION	NAME		Operational Schedule		Dates of Employment	Grade - Wage Range	Current Hourly Pay	Revised Hourly Pay	Bi-Weekly Salary	Bi-Weekly Pay Periods	Days	Hours per Day	Total Scheduled Hours	Annual Wages - Salary	Program Allocation	TOTAL - NCHA $
Housing Division Director					07/01/25 - 06/30/26	Grade 15 $31.10 - $46.67	$46.63	$46.63	$3,730.72	26.00				$97,000	20%	$19,410
Administrative Assistant					07/01/25 - 06/30/26	Grade 7 $16.22 - $23.56	$24.21	$24.94	$1,595.92	26.00				$51,868	100%	$51,868
Regional Maintenance Manager					07/01/25 - 06/30/26	Grade 10 $21.59 - $31.35	$36.05	$37.13	$2,970.52	26.00				$77,234	40%	$30,893
On-Site Manager		Center operations, start up & close down	236	days	07/01/25 - 06/30/26	Grade 10 $21.59 - $31.35	$33.00	$33.99	$2,719.20	20.00				$54,384		
(Calistoga)		Non-Working Holiday Pay	2	days										$0		
		Vacation							$2,719.20	6.00				$16,315		
		Sunday	48	days										$0		
Subtotal:			286	days						26.00	pay periods			$70,699	100%	$70,699
On-Site Manager		Center operations, start up & close down	236	days	07/01/25 - 06/30/26	Grade 9 $19.63 - $28.50	$33.00	$33.99	$2,719.20	20.00				$54,384		
(Mondavi)		Non-Working Holiday Pay	2	days										$0		
		Vacation							$2,719.20	6.00				$16,315		
		Sunday	48	days										$0		
Subtotal:			286	days						26.00	pay periods			$70,699	100%	$70,699
On-Site Manager		Center operations, start up & close down	235	days	07/01/25 - 06/30/26	Grade 9 $19.63 - $28.50	$33.00	$33.99	$2,719.20	20.00				$54,384		
(River Ranch)		Non-Working Holiday Pay	1	days										$0		
		Vacation							$2,719.20	6.00				$16,315		
		Sunday	48	days										$0		
Subtotal:			284	days						26.00	pay periods			$70,699	100%	$70,699
Cook		Center operations, start up & close down	227	days	07/01/25 - 11/22/25 -- 12/29/25 - 06/30/26	Grade 4 $12.19 - $17.70	$19.00	$19.57			227.00	8.00	1,816.00	$35,539		
(Calistoga)		Center operations-overtime	47	days				$29.36			47.00	8.00	376.00	$11,039		
		Center operations-holiday pay	10	days				$39.14			10.00	8.00	80.00	$3,131		
		Non-Working Holiday Pay	3	days				$19.57			3.00	8.00	24.00	$470		
		Vacation Pay						$19.57			22.00	8.00	176.61	$3,456		
Subtotal:			287	days							309.00	days	2,472.61	$53,635	100%	$53,635
Cook		Center operations, start up & close down	227	days	07/01/25 - 11/15/25 -- 12/22/25 - 06/30/26	Grade 4 $12.19 - $17.70	$19.00	$19.57			227.00	8.00	1,816.00	$35,539		
(Mondavi)		Center operations-overtime	47	days				$29.36			47.00	8.00	376.00	$11,039		
		Center operations-holiday pay	10	days				$39.14			10.00	8.00	80.00	$3,131		
		Non-Working Holiday Pay	3	days				$19.57			3.00	8.00	24.00	$470		
		Vacation Pay						$19.57			11.00	8.00	88.30	$1,728		
Subtotal:			287	days							298.00	days	2,384.30	$51,907	100%	$51,907
Cook		Center operations, start up & close down	225	days	07/01/25 - 12/27/25 -- 2/2/26 - 06/30/26	Grade 4 $12.19 - $17.70	$19.00	$19.57			225.00	8.00	1,800.00	$35,226		
(River Ranch)		Center operations-overtime	46	days				$29.36			46.00	8.00	368.00	$10,804		
		Center operations-holiday pay	12	days				$39.14			12.00	8.00	96.00	$3,757		
		Non-Working Holiday Pay	1	days				$19.57			1.00	8.00	8.00	$157		
		Vacation Pay						$19.57			22.00	8.00	176.00	$3,444		
Subtotal:			284	days							306.00	days	2,448.00	$53,388	100%	$53,388

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule B
Salaries Wages

Salaries & Wages

Wage Increase 3%

0.03

POSITION	NAME		Operational Schedule		Dates of Employment	Grade - Wage Range	Current Hourly Pay	Revised Hourly Pay	Bi-Weekly Salary	Bi-Weekly Pay Periods	Days	Hours per Day	Total Scheduled Hours	Annual Wages - Salary	Program Allocation	TOTAL - NCHA
																$
Custodian (Calistoga)		Center operations, start up & close down	235	days	07/01/25 - 11/22/25 -- 12/29/25 - 06/30/26	Grade 3 $11.08 - $16.09	$18.03	$18.57			235.00	8.00	1,880.00	$34,912		
		Center operations-overtime	47	days			18.03	$27.86			47.00	8.00	376.00	$10,475		
		Center operations-holiday pay	10	days				$37.14			10.00	8.00	80.00	$2,971		
		Non-Working Holiday Pay	3	days				$18.57			3.00	8.00	24.00	$446		
		Vacation Pay						$18.57			11.00	8.00	88.00	$1,634		
Subtotal:			295	days							306.00	days	2,448.00	$50,438	100%	$50,438
Custodian (Mondavi)	s	Center operations, start up & close down	235	days	07/01/25 - 11/15/25 -- 12/22/25 - 06/30/26	Grade 3 $11.08 - $16.09	$18.03	$18.57			235.00	8.00	1,880.00	$34,912		
		Center operations-overtime	47	days				$27.86			47.00	8.00	376.00	$10,475		
		Center operations-holiday pay	10	days				$37.14			10.00	8.00	80.00	$2,971		
		Non-Working Holiday Pay	3	days				$18.57			3.00	8.00	24.00	$446		
		Vacation Pay						$18.57			19.00	8.00	152.00	$2,823		
Subtotal:			295	days							314.00	days	2,512.00	$51,627	100%	$51,627
Custodian (River Ranch)		Center operations, start up & close down	230	days	07/01/25 - 12/27/25 -- 2/2/26 - 06/30/26	Grade 3 $11.08 - $16.09	$17.42	$17.94			230.00	8.00	1,840.00	$33,010		
		Center operations-overtime	47	days				$26.91			47.00	8.00	376.00	$10,118		
		Center operations-holiday pay	12	days				$35.88			12.00	8.00	96.00	$3,444		
		Non-Working Holiday Pay	1	days				$17.94			1.00	8.00	8.00	$144		
		Vacation Pay						$17.94			11.00	8.00	88.00	$1,579		
Subtotal:			290	days							301.00	days	2,408.00	$48,295	100%	$48,295
														$747,488		$623,558
														$1,247,093		

WORKERS COMP	6010		67,082
GROUP INSURANCE	6020		141,458
403b Employer	6040		3,432
UI	6110		4,601
FICA	6120		38,659
FICA MED	6130		9,040
TOTAL FRINGE BENEFITS		$ 531,153	$ 264,272
TOTAL WAGES & FRINGE BENEFITS:		$1,278,641	$ 887,830

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Workers Comp Insurance

Workers Comp Insurance		Worker's Comp Wages	Worker's Comp Code	Current Base Rate	Projected Rate with Exp Mod	Projected Rate with Risk Adjstmnt	Estimated Annual Workers Comp	Estimated Annual Workers Comp	NCHA - TOTALS
				Projected Experience Mod Rate:	2.47	Risk Adjustment Rate:		-29.00%	$
POSITION									
Housing Division Director	Annual Wages	96,999.72							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
Subtotal:	Net Workers Comp Wages	$ 96,999.72	8740	2.1600%	5.3352%	3.7880%	$3,674.00	$3,674.00	$735
Administrative Assistant	Annual Wages	51,867.50							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
Subtotal:	Net Workers Comp Wages	$ 51,867.50	8810	0.6000%	1.4820%	1.0522%	$546.00	$546.00	$546
Regional Maintenance Manager	Annual Wages	77,233.52							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
Subtotal:	Net Workers Comp Wages	$ 77,233.52	9007	8.7100%	21.5137%	15.2747%	$11,797.00	$11,797.00	$4,720
On-Site Manager	Annual Wages	70,699.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 70,699.00	9011	8.7100%	21.5137%	15.2747%	$10,799.00	$10,799.00	$10,798
On-Site Manager	Annual Wages	70,699.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 70,699.00	9011	8.7100%	21.5137%	15.2747%	$10,799.00	$10,799.00	$10,799
On-Site Manager	Annual Wages	70,699.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 70,699.00	9011	8.7100%	21.5137%	15.2747%	$10,799.00	$10,799.00	$10,799

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Workers Comp Insurance

Workers Comp Insurance		Worker's Comp Wages	Worker's Comp Code	Current Base Rate	Projected Rate with Exp Mod	Projected Rate with Risk Adjstmnt	Estimated Annual Workers Comp	Estimated Annual Workers Comp	NCHA - TOTALS
				Projected Experience Mod Rate:	2.47	Risk Adjustment Rate:		-29.00%	$
POSITION									
Cook	Workers Comp Wages	49,954.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 49,954.00	9079	5.6800%	14.0296%	9.9610%	$4,976.00	$4,976.00	$4,976
Cook	Workers Comp Wages	48,226.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 48,226.00	9079	5.6800%	14.0296%	9.9610%	$4,804.00	$4,804.00	$4,804
Cook	Workers Comp Wages	49,786.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 49,786.00	9079	5.6800%	14.0296%	9.9610%	$4,959.00	$4,959.00	$4,959
Custodian	Workers Comp Wages	46,945.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 46,945.00	9079	5.6800%	14.0296%	9.9610%	$4,676.00	$4,676.00	$4,676
Custodian	Workers Comp Wages	48,134.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 48,134.00	9079	5.6800%	14.0296%	9.9610%	$4,795.00	$4,795.00	$4,795
Custodian	Workers Comp Wages	44,922.00							
	Cell Phone	-							
	Medical Cafeteria Contributions	-							
	Annual Value of Apartment Rental	-							
Subtotal:	Net Workers Comp Wages	$ 44,922.00	9079	5.6800%	14.0296%	9.9610%	$4,475.00	$4,475.00	$4,475
		$ 726,165						**$77,099**	**$67,082**

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Group Insurance

Group Insurance	Estimated Kaiser HMO - Employer Costs	Estimated Kaiser HMO - Employee Co-Pay	Estimated Kaiser HRA - Employer Costs	Estimated Kaiser HRA - Employee Co-Pay	Estimated WHA - Employer Costs	Estimated Vision - Employer Costs	Estimated Vision - Employee Co-Pay	Estimated Dental - Employer Costs	Estimated Dental - Employee Co-Pay	Estimated Medical - Other Employer Costs	Estimated CHD Self Funded Medical Insurance	Subtotal Estimated Medical Costs	Estimated Employer Annual Increase	Estimated Employee Annual Increase	ESTIMATED ANNUAL EMPLOYER GROUP INSURANCE	NCHA - TOTALS
POSITION	Estimated % of increase:		WHA	8.00%	Kaiser HRA	8.00%	Kaiser HMO	8.00%		Dental	0.00%					$
							Vision	0.00%		Other	0.00%					
Housing Division Director	-		-		-	82		-		-		82	-	-	82	$15
Administrative Assistant	-		-		18,056	174		1,025		-		19,255	-	-	19,255	19,257
Regional Maintenance Manager	-		8,556		-	120		227		-		8,903	-	-	8,903	$3,562
										-		-				
On-Site Manager	-		20,304		-	174		1,025		-		21,503	-	-	21,503	$21,503
On-Site Manager	11,042		-		-	82		-		-		11,124	-	-	11,124	$11,124
On-Site Manager	19,815		-		-	118		677		-		20,610	-	-	20,610	$20,610
										-		-				
Cook	-		-		18,056	174		260		-		18,490	-	-	18,490	$18,490
Cook	11,042		-		-	118		416		-		11,576	-	-	11,576	$11,576
Cook	11,042		-		-	174		1,025		-		12,241	-	-	12,241	$12,241
										-		-				
Custodian	-		-		-	-		-		-		-	-	-	-	$0
Custodian	11,042		-		-	82		416		-		11,540	-	-	11,540	$11,540
Custodian	11,042		-		-	82		416		-		11,540	-	-	11,540	$11,540
	$75,025	$0	$28,860	$0	$36,112	$1,380	$0	$5,487	$0	$0	$0	$146,864	$0	$0	$146,864	$141,458

Total Employer: $146,864

0.00%

FYE 6-30-2025 Actual Employer Costs:

Housing Division Director			-	-		82		-	-	-	-	82			82
Administrative Assistant					16,718	174		1,025		-	-	17,917			17,917
Regional Maintenance Manager			7,922			120		227	-	-	-	8,269			8,269
Maintenance Tech										-		-			-
										-		-			-
On-Site Manager		-	18,800			174	-	1,025		-		19,999			19,999
On-Site Manager	10,224	-				82	-	-	-	-		10,305			10,305
On-Site Manager	18,348	-				118	-	677	-	-		19,142			19,142
										-		-			-
Cook	-	-			16,718	174	-	260	-	-		17,153			17,153
Cook	10,224	-				118		416		-		10,758			10,758
Cook	10,224					174		1,025		-		11,423			11,423
										-		-			-
Custodian										-		-			-
Custodian	10,224					82		416	-	-		10,721			10,721
Custodian	10,224					82		416		-		10,721			10,721
	69,466	-	26,722	-	33,437	1,380	-	5,485	-	-	-	136,491	-	-	136,491
	75,024	-	28,860	-	36,112	1,380	-	5,485	-	-	-				146,861
	$1	$0	$0	$0	$0	$0	$0	$2	$0	$0					136,491

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - 403(b) 7 Retirement Plan

403(b) Plan		DOH	Employee Annual 403(b) Contribution Min 3%	Factor	Employer Match	Anniversary Contribution	Total Employer 403(b) Contribution	NCHA - TOTALS
POSITION	NAME		3.00%					$
Housing Division Director		5/23/2005	$2,909.99	25.00%	$727.50	$300.00	$1,027.50	$207
Administrative Assistant		5/23/2024	$1,556.03	5.00%	$77.80		$77.80	$78
Regional Maintenance Manager		3/7/2011	$5,200.00	20.00%	$1,040.00	$250.00	$1,290.00	$516
On-Site Manager		6/1/2023	$2,120.97	7.00%	$148.47		$148.47	$147
On-Site Manager		9/1/2024	$2,120.97	5.00%	$106.05		$106.05	$106
On-Site Manager		6/17/2020	$2,600.00	10.00%	$260.00	$150.00	$410.00	$410
Cook		12/31/2015	$1,609.05	20.00%	$321.81	$200.00	$521.81	$522
Cook		8/1/2023	$1,557.21	7.00%	$109.00		$109.00	$109
Cook		2/14/2011	$1,601.64	20.00%	$320.33	$250.00	$570.33	$570
Custodian		2/14/2022	$1,513.14	7.00%	$105.92		$105.92	$106
Custodian		2/6/2009	$1,548.81	20.00%	$309.76	$250.00	$559.76	$560
Custodian		6/21/2023	$1,448.85	7.00%	$101.42		$101.42	$101
			$25,787			$1,400	$5,028	$3,432

$3,432

05-09		150
09.1 - 14		200
14.1 - 19		250
19.1 - 24		300
		max
less than 2	5%	$1,000
2 less than 4	7%	$1,500
4 less than 6	10%	$2,000
6 less than 8	15%	$3,000
8 less than 20	20%	$4,000
20 less than 29	25%	$5,000
29 ;ess tjam 39	30%	$6,000
40 plus	35%	$7,000

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

OPERATING EXPENSES — $114,411

Communication — $5,616

Communication expense includes services for cell phones and office internet at all sites

Cell Phones - Oversight: Site	Staff Person	Site Allocation	Estimated Cost per Month	# of Months	Total Cell Phones
Calistoga	On-Site Manager	100%	45.00	12	540
Mondavi	On-Site Manager	100%	45.00	12	540
River Ranch	On-Site Manager	100%	45.00	12	540
Calistoga	Cook	100%	45.00	12	540
Mondavi	Cook	100%	45.00	12	540
River Ranch	Cook	100%	45.00	12	540
Calistoga	Assist Cook/Janitor	100%	45.00	12	540
Mondavi	Assist Cook/Janitor	100%	45.00	12	540
River Ranch	Assist Cook/Janitor	100%	45.00	12	540
	Regional Maintenance Manager @ 40%		18.00		-
Calistoga		33.33%	6.00	12	72
Mondavi		33.33%	6.00	12	72
River Ranch		33.34%	6.00	12	72
	Admin Assistant/Fiscal Analyst		45.00		
Calistoga		33.33%	15.00	12	180
Mondavi		33.33%	15.00	12	180
River Ranch		33.34%	15.00	12	180

Contract Services - Equipment - Oversight: — $6,504

Contract services includes expense for copier/scanner located at the River Ranch site and lease expense for equpment for internet connectivity

Estimated contract services expense is determined by the cost of the current equipment lease agreement between CHD and Caltronics by number copier/printers by site

Site	Site Allocation	Estimated Cost per Month	# of Months	Total Contract Services
($120,000 / 49) One Copier/Printer		200.00		
Calistoga	33.33%	66.66	12	800
Mondavi	33.33%	66.66	12	800
River Ranch	33.34%	66.68	12	800

Estimated contract services expense is determined by lease held with Cisco Meraki systems for equipment for internet connectivity

Site	Site Allocation	Estimated Cost per Month	# of Months	Total Contract Services
($42,000 * 9.77% FTE)		342.00		
Calistoga	33.33%	113.99	12	1,368
Mondavi	33.33%	113.99	12	1,368
River Ranch	33.34%	114.02	12	1,368

Contract Services - Maintenance — $22,350

Maintenance - Contract Services includes expense for contracting for repair and/or service for kitchen, laundry,landscape, office, and fire system equipment and overall system maintenance and repair of HVAC, plumbing, electrical, and septic systems

Site	Description	Estimated Cost per Month	# of Months	Total Maintenance - Equipment
Food Service:				
Calistoga	Annual maintenance inspection & service of kitchen equipment (refrigerations, freezers, stoves/ovens, dishwashers, steam tables & ice machines	500.00	1	500
Mondavi		500.00	1	500
River Ranch		500.00	1	500
Calistoga	Annual maintenance of oven hood system	1,200.00	1	1,200
Mondavi		1,200.00	1	1,200
River Ranch		1,200.00	1	1,200

Maintenance:				
Calistoga	Work to be completed includes tasks not to be completed by Regional Maintenance Manager, such as structural repairs, electrical or plumbing repairs; and maintenance & repair of landscaping equipment;	100.00	12	1,200
Mondavi		100.00	12	1,200
River Ranch		100.00	12	1,200
Calistoga	Repair & maintenance of water systems	250.00	3	750
Mondavi		250.00	3	750
River Ranch		250.00	3	750
Calistoga	Pest Control	310.00	12	3,720
Mondavi		324.00	12	3,888
River Ranch		316.00	12	3,792

Information Technology - Oversight — **$27,701**

Information technology (IT) includes expenses related to software licensing, web hosting, network management services, which are required for CHD to operate within today's technological environment

Software Licensing: — **$7,000**

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	Microsoft Office 365 ($12,489 *9.77% FTE)	1,220.00		
Calistoga			33.33%	407
Mondavi	A subscription service providing Users with up-to-date Microsoft applications (Outlook, Word, Excel, PPT, OneDrive, SharePoint & Teams)		33.33%	407
River Ranch			33.34%	407
	Microsoft Azure ($46,524 * 9.77% FTE)	4,545.00		
Calistoga			33.33%	1,515
Mondavi	A fast, flexible, and affordable platform, that allows Users to connect their devices to the cloud using solutions to that integrate with CHD's network infrastructure. Such as Mail Server, File Server, Active Directory.		33.33%	1,515
River Ranch			33.34%	1,516
	Microsoft Miscellaneous	-		
Calistoga	Professional services for Onsite Tech Field		33.33%	-
Mondavi	Engineer to come onsite to install, configure, and		33.33%	-
River Ranch	connect devices		33.34%	-
	Adobe Acrobat Pro ($1,774 * 9.77% FTE)	173.00		
Calistoga			33.33%	58
Mondavi	Software utilized to view, create, manipulate, print		33.33%	58
River Ranch	and manage PDF files, including e-signature		33.34%	58
	Accufund ($10,852 * 9.77% FTE)	1,060.00		
Calistoga	Accounting software utilized to record and track		33.33%	353
Mondavi	revenue and expenses for CHD's programs &		33.33%	353
River Ranch	contracts		33.34%	353
Calistoga			33.33%	-
Mondavi	Real Page - Software application that assists CHD		33.33%	-
River Ranch	with documation and analysis of maintenance work performed at each site		33.34%	-

Web Hosting: — **$110**

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	WP Engine (1150 * 9.77% FTE)	112.00		
Calistoga			33.33%	37
Mondavi	CHD domain hosting for website; application		33.33%	37
River Ranch	allowes Users to access CHD's website		33.34%	36
		-		
Calistoga			33.33%	-
Mondavi			33.33%	-
River Ranch			33.34%	-

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

	CHD Domain Updates			-	
Calistoga			33.33%	-	
Mondavi	CHD website modifications; allows for changes &		33.33%	-	
River Ranch	modifications to the CHD website		33.34%	-	
Network Management Services:		Estimated			$14,951
Site	Description	Annual Cost	Site Allocation	Total Cost	
	Medicus IT Monitoring Managed Services	14,950.00			
	($153,000 * 9.77% FTE)				
Calistoga			33.33%	4,983	
Mondavi	Services coupled with a Network Operations		33.33%	4,983	
River Ranch	Center to monitor CHD's network infrastructures,		33.34%	4,985	
	systems, user devices proactively, resolve issues				
	and perform work				$0
	Medicus IT Professional Services	-			
Calistoga	To address network system upgrades,		33.33%	-	
Mondavi	replacement of devices, set up of new PCs,		33.33%	-	
River Ranch	Phones, Printers		33.34%	-	
Other IT Expenses		Estimated			$5,640
Site	Description	Annual Cost	Site Allocation	Total Cost	
	Valley Internet (470 * 12*100%)	5,640.00			
Calistoga	Internet service -75 Mbps down / 15 Mbps up		33.33%	1,880	
Mondavi	($5,640 * 1.03)		33.33%	1,880	
River Ranch			33.34%	1,880	
		-			$0
			33.33%	-	
			33.33%	-	
			33.33%	-	
					$0

Insurance - Oversight: ($113,753 * 9.77% FTE) — $11,114

Insurance expense includes general liability, excess liability, commercial crime, errors & omission, fiduciary, and self funded retention account insurance

Site	Estimated Annual Cost	Site Allocation	Total Insurance
Calistoga	11,114.00	33.33%	3,704
Mondavi	11,114.00	33.33%	3,705
River Ranch	11,114.00	33.34%	3,705

Other Expenses - Detailed — $14,345

Other Expenses Detailed below include such expenses as TV Service community rooms, Utilities-Waste Removal, Postage for sites, Audit Fees, Payroll fees, and Marketing, all not included in Indirect Expenses.

Budgeted Other Expenses is determined by utilization of historical cost data. Napa allocation of Audit Fees is based upon best estimate by CFO. Audit Fees are not included in Indirect Costs.

Site	Description	Site Allocation	Estimated Cost per Month	# of Months	Total Miscellaneous
	TV Service - Community Room - Oversight				
Calistoga		100%	85.00	12	1,020
Mondavi		100%	85.00	12	1,020
River Ranch		100%	85.00	12	1,020
	Utilities - Waste Removal - Maintenance:				
Calistoga		100%	150.00	3	450
Mondavi		100%	150.00	3	450
River Ranch		100%	150.00	3	450
	Postage - Oversight:		10.00		
Calistoga		33.33%	3.00	12	36
Mondavi		33.33%	3.00	12	36
River Ranch		33.34%	4.00	12	48
	Audit Fees - Oversight:($39,750 *5%)		1,988.00		
Calistoga		33.33%	663.00	1	663
Mondavi		33.33%	663.00	1	663
River Ranch		33.34%	662.00	1	662

Payroll fees - ($28,937 * 9.77% FTE)		235.59		
Calistoga	33.33%	78.52	12	942
Mondavi	33.33%	78.52	12	942
River Ranch	33.34%	78.54	12	943

	Marketing			
Calistoga	100%	1,666.00	1	1,666
Mondavi	100%	1,666.00	1	1,666
River Ranch	100%	1,668.00	1	1,668

Supplies - Food - Food Service: $0

Includes Catering for Annual All Staff Meeting ($2,700 = $15 per Burrito)

Estimated Emergency Food expense determined by historical trend of food costs for the time period of July 2025 - Dec 2025 equaling approximately $15 per Burrito, for 60 Lodgers, for 9 Days per year. Totaling $8,100 - Pass / Napa Co.

Site		Estimated Burrito Costs	Estimated Number of Lodgers	Estimated Occasions	
Calistoga		-	60.00	3	-
Mondavi		-	60.00	3	-
River Ranch		-	60.00	3	-
Calistoga	All Staff		60.00		-
Mondavi	All Staff		60.00		-
River Ranch	All Staff		60.00		-

Supplies - Maintenance - Direct $15,001

Includes all materials necessary for the Maintenance Manager to perform routine site maintenance and repairs, such as minor electrical, plumbing and facility maintenance and repairs

Site	Description	Site Allocation	Estimated Annual Cost	Total Supplies - Maintenance
	Landscaping/Plumbing/Electrical/Hardware/HVAC		15,000.00	
Calistoga		33.33%		5,000
Mondavi		33.33%		5,000
River Ranch		33.34%		5,001
	Weed eater string, gas & oil for mower & weedeater; sprinkler heads, drip line, drippers, weed fabric fertilizer, insecticide, PVC piping			
	P-traps, wax rings, toilet seat covers, toilet handles, flappers & closet flanges			
	GFI, electrical plate covers, brakers, switch plate convers, lighting switches, smoke detectors (battery operated), 9 volt, 12 volt & AA batteries, CO2 detectors, extension cords			
	Wood screws, wood nails, sheet rock screws, WD-40, super glue, masking tape, electrical tape, duct tape, paint, caulking, sheetrock			
	HVAC Filters			

Supplies at Napa sites - Office - Direct $2,000

Includes office supplies necessary to maintain normal office functions & marketing supplies, such as paper, file folders, writing utensils, business cards, badges & t-shirts.

Site	Estimated Annual Cost	Site Allocation	Total Cost
	2,000.00		
Calistoga		33.33%	667
Mondavi		33.33%	667
River Ranch		33.34%	666

Training & Certification $600

Estimated training & certification expense includes registration costs for food handler certification for all sites
Estimated training & certification registration expense food handlers is based on historical cost date for such training.

Site	Description	Unit Price	# of staff	Total Cost
Mondavi	Manager Training - Mondavi	-	1	-
Calistoga	Food handler certification	100.00	2	200.00
Mondavi	Food handler certification	100.00	2	200.00
River Ranch	Food handler certification	100.00	2	200.00

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	Knowledge City	-		
Calistoga			33.33%	-
Mondavi			33.33%	-
River Ranch			33.34%	-
	Application that provides a learning library for staff to increase the development of skills, productivity, engagement and safety. The CHD training platform utilized to provide state and federal mandated training including sexual harassment and workplace harassment prevention training for managers/supervisors and employees.			

Travel	$9,180
Includes local travel for on-site managers, maintenance manager and administrative assistance/fiscal analyst to complete normal operations, such as food and supply purchasing, weekly staff meetings attendance, performing regular site maintenance, completing deposits, and conference travel	

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Site	Description	Site Allocation	# of miles	Mileage Rate	Total Travel	
Calistoga	On-Site Manager:					
	45 round trips, 42 miles, Calistoga - Napa		1,890.00	0.7000	1,323	
			736.00	0.7000	515	
	46 round trip River, 16 miles, Ranch - Calistoga					
Mondavi	On-Site Manager:					
	45 round trips, 15 miles, Mondavi - Napa		675.00	0.7000	473	
			1,056.00	0.7000	739	
	48 round trips, 22 miles, Mondavi - River Ranch					
River Ranch	On-Site Manager:					
	45 round trips, 35 miles, River Ranch - Napa		1,575.00	0.7000	1,103	
All Sites	Regional Maintenance Manager @ 40%					
	50 round trips, 38 miles, Calistoga - River Ranch - Mondavi		1,900.00	0.7000		$1,330
Calistoga		33.33%			443	
Mondavi		33.33%			443	
River Ranch		33.34%			443	
All Sites	Housing Division Director @ 20%					
			4,650.00	0.7000		$3,255
	50 round trips, 93 miles, Yuba City - Calistoga					
Calistoga		33%			1,085	
Mondavi		33%			1,085	
River Ranch		33%			1,084	
All Sites	Admin Assistant/Fiscal Analyst					
	135 round trips, 4.7 miles, River Ranch - Wells Fargo, St. Helena		635.00	0.7000		$445
Calistoga		33%			148	
Mondavi		33%			148	
River Ranch		33%			148	

CHD Full Time Equivalents

EE Category	Count	%	FTE
Regular Full-Time	92	100%	92
Regular Part-Time	4	50%	2
Temporary Full-Time	1	100%	1
Temporary Part-Time	3	50%	1.5
WEX Part-Time	24	50%	12
CHD Totals	124		108.5

Napa Category	Count	%	FTE
Housing Division Director	1	20%	0.2
Administrative Assistant	1	100%	1
Regional Maintenance Manager	1	40%	0.4
On-Site Manager	1	100%	1
On-Site Manager	1	100%	1
On-Site Manager	1	100%	1
Cook	1	100%	1
Cook	1	100%	1
Cook	1	100%	1
Custodian	1	100%	1
Custodian	1	100%	1
Custodian	1	100%	1
Napa Totals	12		10.6

% Napa FTE to Total CHD FTE 9.77%

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1178

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Andrea Salter, Staff Services Analyst

SUBJECT: Semi-Annual Report of Space License and Lease Agreements Executed by the Chief Executive Officer

RECOMMENDATION

Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period January 1, 2025, through June 30, 2025, pursuant to Resolution No. 2018-36. (No Fiscal Impact)

BACKGROUND

Government Code Section 26227 authorizes the Board of Supervisors to delegate authority to staff to enter into space license agreements and leases with other public agencies and private entities, including non-profits and individuals that operate programs that serve a public purpose. On March 20, 2018, the Napa County Board of Supervisors approved Resolution No. 2018-36 delegating authority to execute space license agreements and lease agreements to the Chief Executive Officer consistent with the scope of Government Code Section 26227. Agreements under this authority are recommended to the Chief Executive Officer for approval by the Public Works Department, reviewed and approved by Risk Management, and approved as to form by County Counsel. Pursuant to Resolution No. 2018-36, the Property Management Division of the Public Works Department must provide the Board of Supervisors with a report of space license and lease agreements executed pursuant to this authority.

During the period January 1, 2025, through June 30, 2025, the Chief Executive Officer executed Space License Agreements with the following organizations:

1. City of Napa, for staging at Sullivan Lot during Napa Lighted Art Festival;
2. City of Napa, for staging at Historic Courthouse during Napa Lighted Art Festival;
3. Stanford Youth Solutions dba Stanford Sierra Youth & Families for therapy rooms at South Campus;

4. Stanford Youth Solutions dba Stanford Sierra Youth & Families for training at South Campus; and
5. City of Napa, for parking at Sullivan Lot during BottleRock and La Onda Music Festivals.

The attached report is presented to your Board for informational purposes and does not include space license or lease agreements that may have been executed independent of the Public Works Department.

REQUESTED ACTION:

Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period January 1, 2025 through June 30, 2025, pursuant to Resolution No. 2018-36.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Property Management Division

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Napa, CA 94559
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Fax: (707) 253-4627

Steven E. Lederer
Director

DATE: July 22, 2025

TO: Napa County Board of Supervisors

SUBJECT: Semi-annual report to the Napa County Board of Supervisors

Pursuant to Resolution No. 2018-36 approved by the Napa County Board of Supervisors on March 20, 2018, below is a list of space license and lease agreements executed by the Chief Executive Officer during the period January 1, 2025 through June 30, 2025.

LICENSEE	LOCATION	TERM	PURPOSE
City of Napa	Sullivan Lot	01/13/25 – 01/29/25	Staging during Napa Lighted Art Festival
City of Napa	Historic Courthouse	01/18/25 – 01/31/25	Staging during Napa Lighted Art Festival
Stanford Youth Solutions dba Stanford Sierra Youth & Families	Building A South Campus	03/10/25 – Coterminous with PSA 200105B, amendments, and similar agreements	Therapy rooms
Stanford Youth Solutions dba Stanford Sierra Youth & Families	Building B South Campus	05/19/20 – Coterminous with PSA 220199B, amendments, and similar agreements	One-on-one training and support for parents
City of Napa	Sullivan Lot	05/22/25 – 07/01/25	Parking during BottleRock & La Onda Music Festivals

This report is presented to your Board for informational purposes and does not include space license or lease agreements that may have been executed independent of the Public Works Department.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1230

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Project creation and budget amendment for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 25012 for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38 and approve a Budget Amendment in the amount of $189,000 for design, plans specifications, project bidding services, and partial construction costs needed to support the project. (Fiscal Impact: $189,000 Expense; Health and Human Services Agency; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Health and Human Services Agency (HHSA) South Campus Building A conference rooms-Madrone (Room 238), Willow (Room 239), and Oak (Room 240)-are heavily used spaces that also serve as a backup boardroom for the Napa County Board of Supervisors.

Since the County acquired the building, it has been clear that the existing audio-visual (AV) system is no longer adequate. The current equipment, installed in 1993, is obsolete, unsupported, and cannot be repaired.

The AV needs have been identified based on how the rooms are currently used, input from AV design consultant AVI (who provided a preliminary scope in February 2024), and planning efforts. To further refine the system requirements, Napa County ITS surveyed the Sonoma County Board of Supervisors' boardroom for comparison and best practices.

Replacing only the existing equipment without upgrades was considered but ultimately dismissed due to the risk of non-compliance with ADA accessibility standards and Brown Act requirements.

The proposed AV improvements will bring the rooms up to modern standards for meetings and trainings. The scope of work includes removing outdated projectors and screens and replacing them with large front-facing monitors and smaller rear-mounted displays. The project will also include ADA-compliant audio systems, integrated microphones, support for combined-room use, and compatibility with web conferencing platforms.

The estimated total cost for the project is approximately $255,000. This figure includes engineering, project

management, and contingency funds, though it is based on a single, non-competitive proposal provided prior to the implementation of tariffs and does not account for cabling, prevailing wage requirements, or soft costs. A budget amendment is proposed to transfer project funds from HHSA Agency Administration Budget into the Capital Improvement Project. Additional funding for construction will come from the Capital Improvement Fund. Final costs will be confirmed through a competitive bidding process.

A Professional Services Agreement was executed on May 14, 2025 with Pacific Coast AV Installation, Service and Project Management, Inc. for design services. Construction is planned for the winter of 2025-26.

The Director of Public Works recommends approval to create Project 25012 and the Budget Amendment. Staff will return to the Board of Supervisors at a later date for approval of the Plans and Specifications, request for authorization to advertise for bids.

Requested Actions:

1. Approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Transfers Out appropriations by $189,000 in the HHSA Agency Administration Budget (Fund 2000, Sub-Division 2001000, Account 56100) offset by use of its available fund balance to transfer to Project 25012; and
    b. Creation of a new project for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38 (Fund 3000, Sub-Division 3000504, Project 25012) and increase appropriations for Engineer Services by $189,000 (Fund 3000, Sub-Division 3000504, Project 25012, Account 52145) offset by a transfer-in revenue from the HHSA Agency Administration Budget.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to begin the design.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request another budget amendment to fully fund the project.
Consequences if not approved:	The work will not proceed to design and the needed AV improvements will be deferred.

ENVIRONMENTAL IMPACT

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

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Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1273

TO: Board of Supervisors

FROM: Steven Lederer, Public Works Director

REPORT BY: Steven Lederer, Public Works Director

SUBJECT: Receive a report on emergency projects currently under construction

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

Project 1: Pope Canyon Rd. Mile Post Marker (MPM) 4.35

Recent storms caused significant damage to the County road system, resulting in the Board of Supervisors declaring a state of emergency. Some of the sites required immediate action to protect the public and ensure the damage does not spread to other areas. The County used emergency contracting procedures to initiate work on these areas, which allowed for reduced time to hire contractors to perform the work.

Project 2: Yountville Fire Department Bathroom Emergency Repairs

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer

response time to travel back to the station.

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

The status of each project, and the estimated cost of each project, currently underway using this contracting provision is provided below:

Pope Canyon Rd. 4.35 ($550,000): Mobilization and setting of traffic control commenced 7/21. Construction is planned for 7/28 to 8/22 (dependent on drilling conditions).

Yountville Fire Station Bathroom Emergency Repairs ($373,620): Materials have been ordered. Construction is planned for 8/5-8/24.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1276

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Approve and authorize reimbursement agreement with the Napa Sanitation District for the adjustment of Napa Sanitation utility lids on County road paving projects.

RECOMMENDATION

Approve and authorize Agreement No. 260064B with the Napa Sanitation District for the reimbursement of costs associated with adjusting NapaSan utility covers on County road paving projects. (Fiscal Impact: Increased Revenue; Discretionary)

BACKGROUND

During the design of the Cuttings Wharf Road Paving Project (RDS 25-22), County staff identified recycled water utility lids within the project limits and coordinated with Napa Sanitation District (NapaSan) to address potential conflicts. To protect infrastructure and maintain access, staff proposed that the County's paving contractor complete the necessary utility lid adjustments, with NapaSan reimbursing associated costs.

Upon review of the County's 5-Year Roads Work Plan, additional upcoming paving projects were identified that also include NapaSan utilities within the public right-of-way. To streamline coordination and reduce administrative burden, Napa County and NapaSan have developed a long-term agreement with no fixed end date. This agreement allows for utility adjustments to be completed either by the County's contractor with reimbursement from NapaSan, or by NapaSan directly if deemed more cost-effective. NapaSan will also have the opportunity to review County plans and inspect work during construction.

This agreement is expected to improve project efficiency, reduce costs, and minimize disruptions by consolidating responsibilities under a single contractor and avoiding the need for separate traffic control, encroachment permits, and redundant design work. Final paving plans and project-specific scopes will continue to be brought before the Board for approval prior to bidding.

Requested Actions:

1. Approval of and authorization for the Chair to sign Agreement No. 260064B with the Napa Sanitation District, a California special District, for County reimbursement from Napa Sanitation for utility adjustment work on County paving projects.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Projects are budgeted individually according to the 5-year work plan.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The agreement allows Napa County to direct contractors to adjust NapaSan utility lids and avoids the need for NapaSan to perform the work under a separate contract which could delay future project construction.
Is the general fund affected?	No
Future fiscal impact:	Future projects will need to cover contractor costs following project award until work is completed and NapaSan provides reimbursement.
Consequences if not approved:	If not approved, Napa County will not receive reimbursement for required work.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260064B

AGREEMENT BETWEEN NAPA SANITATION DISTRICT AND NAPA COUNTY REGARDING THE ADJUSTMENT OF NAPA SANITATION UTILITY LIDS FOR ROAD PAVING PROJECTS

This Agreement ("Agreement") is entered into and effective as July 22 2025, by and between Napa County, a political subdivision of the state of California ("COUNTY") and Napa Sanitation District, a California special district ("NAPASAN") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, COUNTY plans to construct roadway improvements, including, but not limited to, paving repairs and related curb and utility adjustments for the new pavement for existing and future road paving projects (the "COUNTY PROJECTS"), as described in the COUNTY's contracting documents; and

WHEREAS, in those instances where a COUNTY PROJECT lists "Adjust Utility Covers to Grade" as an item in its Proposal Form and Contract Form, the COUNTY PROJECT will require adjustment of NAPASAN utilities prior to construction start and following paving completion, including work performed by COUNTY staff and its consultants ("WORK"); and

WHEREAS, NAPASAN has agreed to reimburse COUNTY for costs of the WORK; and

WHEREAS, the COUNTY will contract with contractors to perform the WORK ("CONTRACTORS"), and the COUNTY shall select and contract with such CONTRACTORS in accordance with all applicable public contract laws, including prevailing wage requirements; and

WHEREAS, the COUNTY's Board of Supervisors has or will approve the design of the reconstruction relating to the COUNTY PROJECTS including the WORK; and

WHEREAS, the Parties wish to memorialize the terms and conditions of NAPASAN's agreement to reimburse COUNTY for costs associated with the WORK described as "Adjust Utility Covers to Grade" in the project Proposal Form and Contract Form.

TERMS

NOW, THEREFORE, COUNTY and NAPASAN, for the mutual consideration described herein, agree as follows:

1. **Scope of Work Subject to Cost Sharing.** COUNTY shall cause its CONTRACTOR to perform all WORK for NAPASAN owned utilities, as described by line item "Adjust Utility Covers to Grade".

   A. NAPASAN shall have the right to evaluate the project cost on a project-by-project basis and may elect, at its sole discretion, to perform the WORK described as "Adjust Utility Covers to Grade" itself, rather than have COUNTY's CONTRACTOR perform such WORK. In such case, NAPASAN shall notify COUNTY in writing prior to bidding the CONTRACTOR work.

2. **Construction of the Project.**

   A. *Procurement.* COUNTY will conduct and be responsible for the procurement of all contracts associated with the construction of the WORK, including selecting and awarding the contract to the lowest responsive and responsible bidder for construction.

   B. *Construction Management and Inspection*. All Parties shall be allowed access to the WORK area, subject to traffic controls and safety precautions during construction of the WORK for inspections during the progress of the WORK. COUNTY and NAPASAN shall coordinate a mutually acceptable date and time for joint inspections and *provided, further*, that COUNTY shall be responsible for all construction management oversight of the WORK.

   C. *Notice of Completion.* COUNTY shall ensure that NAPASAN's personal property is reasonably protected in place and operational (to the extent that COUNTY has control over such personal property) through the course of the WORK, ordinary wear and tear resulting from the WORK excepted. Prior to COUNTY accepting the work of the selected construction CONTRACTOR and/or filing a Notice of Completion, COUNTY shall allow NAPASAN ten (10) business days to inspect all WORK performed by CONTRACTOR. COUNTY shall not accept the CONTRACTOR's work and file the Notice of Completion for the work until NAPASAN has informed the COUNTY that it accepts the WORK performed by CONTRACTOR or the ten (10) business day NAPASAN inspection period has expired. NAPASAN may reject the WORK for reasonable cause solely if the WORK does not materially conform with the description in the bid item listed as "Adjust Utility Covers to Grade". In such case, the COUNTY will direct its CONTRACTOR to remediate any non-conforming WORK.

   D. *Review and Standards.* The WORK shall be performed in accordance with NAPASAN's requirements and standards. COUNTY shall provide NAPASAN with all relevant plans and specifications for the WORK for review and comment prior to bidding the CONTRACTOR work. COUNTY shall allow NAPASAN a maximum of ten (10) business days to review and provide comments. COUNTY shall incorporate NAPASAN's comments to the extent reasonable and consistent with the intent of the COUNTY PROJECT.

E. *Facility Access.* COUNTY shall provide NAPASAN with reasonable access to operate its facilities during the course of the WORK, subject to traffic control and safety precautions.

3. Project Cost, Payments, and Compensation.

A. *Responsibility for Cost of WORK*. NAPASAN agrees to pay COUNTY for the actual cost of the WORK performed by COUNTY's CONTRACTOR, including the materials and labor costs for the WORK, in accordance with the terms of this Agreement and as described by "Adjust Utility Covers to Grade" in the project documents. This Agreement requires NAPASAN to pay the expenses as defined above in accordance with the procedures in this Section 3.

B. *Payment Upon Invoice*. In accordance with Section 3(A) herein, NAPASAN shall reimburse COUNTY within sixty (60) calendar days of NAPASAN's receipt of an invoice from COUNTY for the WORK. COUNTY shall present invoices within thirty (30) calendar days following completion of work on a project-by-project basis and receival of the CONTRACTOR's invoice for WORK.

C. *Damage Responsibility*. NAPASAN shall not be responsible for the cost to repair or replace any NAPASAN facilities damaged by the COUNTY PROJECT, except for damages arising from the negligence or willful acts of NAPASAN or its officers, agents, employees, or volunteers.

D. *Spill Responsibility.* NAPASAN shall not be responsible for costs associated with any sanitary sewer or recycled water spills that occur as a result of the COUNTY PROJECT, except for spills arising from the negligence or willful acts of NAPASAN or its officers, agents, employees, or volunteers.

4. Ownership, Maintenance and Operation of the Project.

A. *Ownership of the Project*. Prior to COUNTY accepting the WORK of CONTRACTOR and/or filing a Notice of Completion, COUNTY shall address any close-out issues reasonably identified by NAPASAN that is consistent with the description of the WORK set forth in BID ITEM "Adjust Utility Covers to Grade" and once addressed, COUNTY shall request NAPASAN accept the improvements.

B. *Operation of the Project*. Upon completion of the WORK, NAPASAN shall be responsible for all maintenance costs associated with utilities.

5. Access to Records / Document Retention. COUNTY will maintain documents relating to the WORK, including construction drawings and other information regarding the construction, for a period of no less than five (5) years following completion of the WORK, and provide all design and construction documents to NAPASAN in electronic format.

Financial records associated with the WORK, including payables records, receivable records and grants receivable records, shall be maintained by the Party owning such records for a period of no less than five (5) fiscal years after the completion of the WORK. NAPASAN or the duly authorized representatives of NAPASAN, shall have access to any books, documents, papers and records of COUNTY which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

6. **Term of this Agreement.** The term of this Agreement shall commence on the date first above written and shall continue in effect until either PARTY submits a written termination notice giving the other PARTY thirty (30) days written notice and when all payments for provided invoices have been made to COUNTY, unless earlier terminated pursuant to Section 18; except that the obligations of the PARTIES under Paragraphs 5 (Access to Records / Document Retention), 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

7. **Insurance.** The COUNTY shall cause the CONTRACTORS to obtain and maintain in full force and effect throughout the term of this Agreement, the following insurance coverage and shall provide evidence of such coverage to NAPASAN upon request:

A. *Workers' Compensation Insurance*. Workers' compensation insurance for the performance of any of duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation against County.

B. *Liability Insurance*.

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

(2) *Comprehensive Automobile Liability Insurance*. A comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that PARTY's activities under this Agreement of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C. *Certificates of Coverage*. Insurance coverages referenced in 7(B), above, shall be evidenced by one or more certificates of coverage or, by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be available upon request.

(1) The certificate(s) or other evidence of coverage provided by the CONTRACTOR shall reference this Agreement by the COUNTY or NAPASAN number or title and department; shall be kept current during the term of this Agreement; shall provide that the COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(B)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(B)(2) where the vehicles are covered by a commercial policy rather than a personal policy, the CONTRACTOR shall also file with the evidence of coverage and endorsement from the insurance provider naming the COUNTY and NAPASAN, its officers, employees, agents and volunteers as well as the STATE of CALIFORNIA as additional insureds and waiving subrogation. For the Workers' Compensation insurance coverage, the CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

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

D. *Inclusion in Subcontracts*. COUNTY shall cause all contractors and subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the insurance requirements set forth in this Paragraph 7.

8. Indemnification.

A. *By COUNTY*. COUNTY shall defend, indemnify and hold harmless NAPASAN and the officers, agents and employees of NAPASAN from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property (collectively, "Liability"), arising out of or connected with COUNTY's negligent performance or material breach of its obligations under this Agreement.

B. *By NAPASAN*. NAPASAN shall defend, indemnify and hold harmless COUNTY and the officers, agents and employees of COUNTY from any liability, arising out of or connected with NAPASAN's negligent performance or material breach of its obligations under this Agreement.

C. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

9. **Ongoing Duties and Responsibilities.** In addition to the Parties' duties and responsibilities as described in other sections of this Agreement, the Parties acknowledge and agree to perform the following on an ongoing basis until the WORK is completed:

A. *Regular Staff Meetings*. The respective staffs of COUNTY and NAPASAN and their retained consultants or contractors, will meet as needed to address matters contained in this Agreement.

B. *Commitment of Staff and Resources*. COUNTY and NAPASAN will each provide sufficient staff and/or resources to this process to efficiently meet the goals and tasks set forth in this Agreement.

10. **Warranty of Legal Authority.** Each Party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any Party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

11. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

12. **Attorneys' Fees.** In the event that either Party commences legal action of any kind or character to enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorneys' fees incurred in connection with such action.

13. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage

prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. The Parties further agree to send supplemental notice by the email as identified below.

***Napa Sanitation District*:**
Engineering Director
1515 Soscol Ferry Road
Napa, CA 94558
Email: MLEMMON@napasan.com; AELIAS@napasan.com

***Napa County*:**
Director of Public Works
1195 Third Street, Suite 101
Napa, CA 94559
Email: steven.lederer@countyofnapa.org

Changes may be made to the addresses where notices are to be delivered by giving notice pursuant to this provision.

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

16. **Amendment / Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing. In particular, only NAPASAN in the form of written authorization, may authorize extra and/or changed work if beyond the scope of adjusting utility covers to grade. Failure of COUNTY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

17. **Recitals Adopted.** The Parties hereby agree to and adopt the Agreement recitals as portions of this Agreement.

18. **Termination.** The termination shall be effective upon the filing of a Notice of Completion for the pending WORK and NAPASAN's payment to COUNTY of any amounts owed by NAPASAN hereunder. For purposes of this Section, "pending WORK" means any project that includes as part of its scope the WORK described as "Adjust Utility Covers to Grade" and has not yet filed a Notice of Completion for such project.

19. **Governing Law, Jurisdiction, and Venue**. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

20. **Counterparts**. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

[Remainder of page intentionally left blank. Signature page follows.]

21. **Signatures**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the COUNTY and NAPASAN.

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

COUNTY:

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

NAPA SANITATION DISTRICT, a California special district

By: _____
SCOTT SEDGLEY, Chair
Board of Directors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: May 28, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

APPROVED AS TO FORM:

By: _____

John Bakker

District Legal Counsel

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1288

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Asssociate Engineer

SUBJECT: Approval of Amendment No. 5 for the PSA with ADKO Engineering for the Chiles Pope Valley Road MPM 3.63 project (RDS 22-27).

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement No. 230084B with ADKO Engineering, Inc. increasing the maximum compensation from $588,781 to $623,781 for additional surveying and biological support services for the Chiles Pope Valley Road MPM 3.63 Project 23006. ($35,000 Expense; Budgeted; Discretionary)

BACKGROUND

On August 9, 2022, Napa County entered into Agreement No. 230084B with ADKO to obtain engineering design and consulting services for the Chiles Pope Valley Rd MPM 3.63 project, as well as the Chiles Pope Bridge Replacement, Silverado Trail at Bell Canyon Creek Bridge (RDS 22-27), and Dry Creek Road MPM 9.75 (RDS 21-06) projects. Since the original agreement was authorized, the County has issued four (4) amendments to the Agreement due to the evolving scope required for the above-noted projects. Amendment No. 5 for the Agreement will increase the maximum compensation under the Agreement and expand ADKO's surveying and environmental scope.

The Chiles Pope Valley Rd MPM 3.63 Project (RDS 22-27) was authorized to proceed with construction on June 17, 2025, and is expected to begin construction on Wednesday, July 16, 2025. This project includes removing the existing concrete wingwalls at the project site, constructing new concrete wingwalls on each side of the culvert (upstream and downstream), pouring a concrete slab approach at the inlet of the culvert, providing rock slope protection at the outlet of the culvert, and providing safety improvements on the roadway, which include new guardrails and concrete bridge barriers. Moreover, because these repairs will occur within the channel and banks of lower Chiles Creek, the County obtained permits from the United States Army Corps of Engineers, the California Department of Fish and Wildlife, and the San Francisco Regional Water Quality Control Board. These agencies have implemented strenuous requirements on the Chiles Pope Valley Road MPM 3.63 Project and require Tribal Monitoring, Biological Studies and Monitoring, and the implementation

of a five (5) year Restoration Planting Plan.

The Contractor has requested for the County to provide staking of our right-of-way limits, centerline stationing at 50-foot intervals, and elevation (vertical control points). The additional task authorized to ADKO's subconsultant, Albion Surveys, will ensure the Contractor can adequately build the project in accordance with the County's approved Plans.

The Chiles Pope Valley Rd MPM 3.63 project is closely monitored for environmental compliance and has several requirements under its California Department of Fish and Wildlife (CDFW) Permit. The CDFW permit requires about eight (8) biological surveys, of which the County has previously obtained budget for ADKO's subconsultant, Kleinfelder, to provide seven (7) of these surveys. During the Foothill Yellow-Legged Frog (FYLF) survey, the biologist encountered FYLFs and their habitats, as well as the habitat suitable for federally-listed California Red-Legged Frogs. As a result of the positive findings in this survey, the biologist will need to develop a FYLF Habitat Restoration Plan and the Contractor will be required to implement it before starting construction. Similarly, the CDFW permit requires a Western Pond Turtle Survey 48-hours before construction commences in Chiles Creek. If this species is located, a Western Pond Turtle Habitat Restoration Plan will need to be developed and implemented prior to construction.

Chiles Creek will need to be dewatered before in-water work can commence. In order to provide Dewatering, the biologist will first need to provide an Aquatic Species Study to determine an appropriate Capture and Relocation Plan during Dewatering, in accordance with the CDFW permit requirements. The Dewatering and Capture and Relocation Plan, Aquatic Species Study, and the Habitat Restoration Plans for the FYLF and Western Pond Turtles, require an increased scope to accommodate ADKO's subconsultant's (Kleinfelder's) work and will ensure this project can move forward into the construction phase without delay and in compliance with the project permit requirements.

Requested Actions:

1. Approve and authorize Amendment No. 5 for Agreement No. 230084B with ADKO Engineering, Inc, increasing the total compensation under the Agreement by $35,000 for a new contract total of $623,781 for additional surveying and environmental support services for the Chiles Pope Valley Road MPM 3.63 project.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	It is budgeted in Project 23006.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The revised scope is essential to move the project forward into construction.
Is the general fund affected?	No
Future fiscal impact:	Construction will be completed in FY 2025-26. The regulatory agency permits require a five (5) year mitigation and monitoring effort that will be completed by FY 2030-31.

Consequences if not approved:	If the amendment to the Agreement with ADKO is not approved, the Contractor will not be able to proceed with construction due to permit restrictions requiring environmental support. If improvements are made without surveying staking, the County risks the Contractor providing work outside of the County's right-of-way.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

AMENDMENT NO. 5

OF NAPA COUNTY AGREEMENT NO. 230084B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 of NAPA COUNTY AGREEMENT NO. 230084B ("Amendment No. 5") is made and entered into on the 22nd day of July, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ADKO ENGINEERING, INC., a California corporation, whose mailing address is 140 Diamond Creek Place, Roseville, CA 95747, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on August 9, 2022, COUNTY entered into Napa County Agreement No. 230084B with CONTRACTOR (the "Agreement") for $297,645.02 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Chiles Pope Valley Road MPM 3.63, Chiles Pope Bridge Replacement, and Silverado Trial at Bell Canyon Creek Bridge Project, hereinafter referred to as "the Project;" and

WHEREAS, on January 24, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 1") to increase the total compensation by $19,954.71 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

WHEREAS, on November 7, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 2") to increase the total compensation by $26,510.00 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

WHEREAS, on April 23, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 3") to increase the total compensation by $28,696.00 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge portion of the Project; and

WHEREAS, on July 1, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 4") to expand the scope of services and to increase the total compensation under the Agreement by $215,975 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge and Chiles Pope Valley Road MPM 3.63 portions of the Project.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by $35,000 for additional surveying and environmental design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, those additional services set forth in Exhibit "A-2," attached to Amendment No. 2, those additional services set forth in Exhibit "A-3," attached to Amendment No. 3, those additional services set forth in Exhibit "A-4," attached to Amendment No. 4, and those additional services set forth in Exhibit "A-5," attached to this Amendment No. 5, said Exhibits being incorporated herein by this reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Agreement and Amendment Nos. 1, 2, 3, and 4 COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "B-1," "B-2," "B-3," and "B-4" respectively. Said Exhibits are incorporated by reference herein. CONTRACTOR shall complete the promised work as set forth in this Amendment No. 5 within the funding parameters set forth in Exhibit "B-5." Said Exhibit is 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) or any other provision of this Agreement, the maximum payments under this Agreement shall be SIX HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND SEVENTY THREE CENTS ($623,780.73); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The actual payments made under this Agreement for the work in Exhibit "A," "A-1," "A-2," "A-3," and "A-4" shall also not exceed the per task maximum amounts set forth in Exhibits "B," "B-1," "B-2," "B-3," and "B-4," respectively, and the actual payments for the work in Exhibit "A-5" shall not exceed the per task maximum amounts set forth in Exhibit "B-5," unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

3. Except as provided in Paragraphs 1-2, above, all other provisions of the Agreement as amended by Amendment Nos. 1-4 shall remain in full force and effect as approved previously.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 5 to Napa County Agreement No. 230084B effective as of July 22, 2025.

ADKO ENGINEERING INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

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

EXHIBIT "A-5"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following additional services for the following portion of the Project:

- Chiles Pope Valley Road MPM 3.63

Amendment No. 5 increases the Level of Effort for the following tasks:

TASK 2: ENVIRONMENTAL (NOT TO EXCEED - $4,070.00)

Task 2.3: Additional Construction Survey

The Construction Contractor, under the request for information (RFI) number 3, requested delineation of the County's right-of-way and centerline staking. Albion Surveys, who provided the topographic survey for the project plans, will provide right-of-way staking, roadway centerline stationing at 50-foot intervals, and will establish vertical control elevation points, to ensure the construction work is built per the County approved Plans.

TASK 5: ENVIRONMENTAL (NOT TO EXCEED - $30,930.00)

Task 5.1: Pre-Construction Surveys

As required by the California Department of Fish and Wildlife (CDFW), if water is flowing in Chiles Creek at the onset of construction activities, the Contractor will be required to develop a Dewatering, Capture, and Relocation Plan before beginning in-water work. Per CDFW requirements, an aquatic species study is required to develop a project-specific Capture and Relocation Plan. Kleinfelder will provide CDFW-approved biologists to undergo the Aquatic Species Study in compliance with the CDFW permit requirement. Kleinfelder will also provide supplemental support to assist in the development and implementation of the Dewatering, Capture, and Relocation Plan and fish rescue during the Dewatering activities.

CDFW also requires California Red and Yellow-Legged Frog Surveys and Western Pond Turtle Surveys as part of the pre-construction survey requirements. During the pre-construction survey, Yellow-Legged Frogs and the habitat for both Yellow and Red-Legged Frogs were observed. In accordance with the CDFW permit, a Habitat Restoration Plan is required for the Yellow-Legged Frogs. The Western Pond Turtle Survey will take place 48 hours before construction commences, and if this species is located, a Turtle Habitat Restoration Plan will need to be developed and implemented for the project. Kleinfelder will provide the Yellow-Legged Frog Habitat Restoration Plan and assist the Contractor with implementing this plan; additionally, were Western Pond Turtles to be observed on-site, Kleinfelder will also provide a Western Pond Turtle Habitat Restoration Plan in accordance with the CDFW permit requirements.

Exhibit "B-5"
COMPENSATION AND EXPENSE REIMBURSEMENT

Chiles Pope Valley Road MPM 3.63

		ADKO Engineering, Inc.								CONSULTANTS			
		Majdi Kanaan PM	Haroon Hashimi Structures Project Engineer	Yijin Yuan Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	Total Not To Exceed (Albion)	Total Not To Exceed (Kleinfelder)	(ADKO) 10%	Reimbursable Allowance	Total Not To Exceed Cost
	BILLING RATES	*$243.61*	*$170.00*	*$175.00*	*$160.00*	*$160.00*							
No.	Task Description												
5	TASK 2: Additional Survey	0	0	0	0	0	0	$ -	$ 3,700.00	$ -	$ 370.00		$ 4,070.00
	2.3 Construction Survey								*$ 3,700.00*		*$ 370.00*		$ 4,070.00
5	TASK 5: ENVIRONMENTAL STUDIES	0	0	0	0	0	0	$ -	$ -	$ 28,118.18	$ 2,811.82		$ 30,930.00
	5.1 Pre-Construction Surveys									*$ 28,118.18*	*$ 2,811.82*		$ 30,930.00
													$ -
	TOTAL HOURS	0	0	0	0	0	0						
	TOTAL COST	$ -	$ -	$ -	$ -	$ -		$ -	$ 3,700.00	$ 28,118.18	$ 3,181.82	$ -	$ 35,000.00

County of Napa
Public Works Department

BUDGET SUMMARY: CHILES POPE VALLEY MPM 3.63						
						7/7/2025
Budget Item, Program: 23006, Activity: CHILESPOPE	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$763,369	$0	$763,369	$0	0%	$763,369
20% Construction Contingency	$152,631	$0	$152,631	$0	0%	$152,631
Design and Engineering	$232,193	$0	$232,193	$140,331	60%	$91,862
10% Design and Engineering Contingency	$14,700	$0	$14,700	$0	0%	$14,700
Construction Management	$130,000	$0	$130,000	$0	0%	$130,000
County Project Management/Administration	$74,189	$0	$74,189	$66,631	90%	$7,558
Environmental, Geotechnical and Special Inspections	$183,480	$0	$183,480	$0	0%	$183,480
Permits	$20,000	$0	$20,000	$18,549	93%	$1,452
TOTAL	$1,570,562	**$0**	$1,570,562	$225,510	14%	$1,345,052

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1292

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Construction Contract Award and Budget Amendment for the "East County Roads Paving Project," RDS 25-11

RECOMMENDATION

Award a Construction Contract to Argonaut Constructors, Inc., of Santa Rosa, CA in the amount of $3,391,363 for the "East County Roads Paving Project," RDS 25-11; and approve a Budget Amendment. (Fiscal Impact: $3,044,569 Expense; Measure T Special Revenue; Not Budgeted; Discretionary)

[4/5 votes required]

BACKGROUND

The roads to be rehabilitated are selected based on their existing Pavement Condition Index (PCI), which is an overall measure of the condition of the road surface developed by the United Sates Army Corps of Engineers and later standardized by American Society for Testing and Materials (ASTM). The PCI is a numerical index ranging from 0 to 100. Public Works uses the PCI to develop an extended 5-year plan, which is updated annually, to guide our efforts. Please note this is not a "worst first" analysis, it is based on "the best bang for the buck", meaning that smaller amounts of maintenance money on roads that aren't in bad shape can sometimes be much more effectively spent than a large amount of money on a road that has already failed.

The list of roads included in the East County Roads Paving Project include:

- Gordon Valley Road (3 miles - Average PCI of 15)
- Wooden Valley Road MPM 3.75 to 4.75 (1 mile - PCI of 62)
- Wooden Valley Cross Road (1.25 miles - PCI of 27)
- Circle Oaks Drive (1 mile - PCI of 40)
- Sunnyhill Lane (0.4 miles - Average PCI of 27)

Gordon Valley Rd. is funded from the $20 million in the Capital Improvement Fund (CIF) the Board committed to roads funding in 2021 (which we refer to as "ACO20" funds), while the remaining projects are funded from

Measure T.

On February 4, 2025 the Board approved the creation of the "East County Roads Paving Project" and a budget transfer of $90,000 ($50,000 from Measure T and $40,000 from the Capital Improvement Fund) to design the rehabilitation methods for the roads above. On June 3, 2025 the Board of Supervisors approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On July 9, 2025, bids were received and opened. The bid results are attached for reference.

Staff recommends awarding the contract to the lowest responsive bidder, Argonaut Constructors, Inc., (Argonaut) of Santa Rosa, CA, for their base bid of $2,754,272 as well as Additive Alternate #1 in the amount of $637,091 for a total of $3,391,363. The Additive Alternate #1 allows for the construction of a retaining wall consisting of "stitch piers" on Circle Oaks Drive, which increases the roadway stability and life of the road and prevents potential slides in the future. Argonaut's base bid is lower than the engineer's estimate of $3,500,000. The total project cost, including design and engineering, construction, construction management, geotechnical services and contingency, is $4,400,436. The project will be funded by Measure-T ($3,094,569) and the CIF ($1,305,867).

Argonaut is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Bidders" to the local construction community.

Requested Actions:

1. Award of the Construction Contract for the "East County Roads Paving Project," RDS 25-11 to Argonaut Constructors, Inc., of Santa Rosa, California for their low base bid of $2,754,272 as well as Additive Alternate #1 in the amount of $637,091 for a total of $3,391,363 and authorization for the Chair to sign the construction contract;
2. Approve a Budget Amendment for the following (4/5 votes required):
    a. Increase Transfers Out appropriations by $3,044,569 in the Measure T Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220053, Account 56100) offset by use of its available fund balance to transfer to Project 25026 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25026, Account 48200); and
    b. Increase Construction Services appropriations $3,044,569 in Project 25026 budget (Fund 2040, Sub-Division 2040500, Project 25026, Account 52360) offset by a transfer-in revenue from Measure-T Fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	$2.3 million from ACO20 has been allocated in Project 25030 (Fund 2040, Sub-Division 2040500, Project 25030). Measure T money is not currently budgeted to fund the other portion of the project budget.

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to move the project into construction phase for roadway rehabilitation.
Is the general fund affected?	Yes
Future fiscal impact:	Construction will finish in FY 2025-26 with no future impacts beyond standard roadway maintenance.
Consequences if not approved:	The listed roads will not be rehabilitated.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

East County Roads Paving Project, RDS 25-11 7/22/25

Budget Item	Budget Item Amount	BID PHASE Board Appropriation Request Today*	Board Appropriation to date**	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Construction	$3,391,363	$2,411,474	$979,889	$0	0%	$979,889
Construction Contingency (20%)	$678,273	$482,295	$195,978	$0	0%	$195,978
Design and Engineering	$110,800	$20,800	$90,000	$84,740	94%	$5,260
Construction Management	$80,000	$40,000	$40,000	$0	0%	$40,000
County Project Management/Administration	$10,000	$5,000	$5,000	$0	0%	$5,000
Survey, Geotech, Special Inspections, Permits	$130,000	$85,000	$45,000	$0	0%	$45,000
TOTAL	$4,400,436	$3,044,569	$1,355,867	$84,740	6%	$1,271,127

*Only requesting the Measure T portion as ACO20 has already allocated funds to the project

** ACO20 allocation for the project + $50,000 previously allocated from Measure T for project design

EAST COUNTY ROADS PAVING PROJECT, RDS 25-11

Bid Opening: July 9, 2025 @ 11:30 AM

Engineer's estimate: $3,500,000

Contractor	Total Base Bid
Argonaut Constructors Santa Rosa, CA	$2,754,271.95
O. C. Jones & Sons, Inc. Berkeley, CA	$2,923,649.10
JV Lucas Paving, Inc. Martinez, CA	$3,054,755.45
Ghilotti Bros., Inc. San Rafael, CA	$3,193,651.33
Goodfellow Bros CA LLC Livermore, CA	$3,252,535.70
Teichert Construction Pleasanton, CA	$3,296,725.00
Team Ghilotti, Inc. Petaluma, CA	$3,321,417.00
RE Mason Engineering Inc. Fresno, CA	$3,352,056.50
Ghilotti Construction Co., Inc. Santa Rosa, CA	$3,688,755.13
Martin Brothers Construction Sacramento, CA	$3,809,552.55

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Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1297

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Award Construction Contract to Maggiora & Ghilotti, Inc. for the "Mt. Veeder Road MPM 3.5, RDS 25-18" Project

RECOMMENDATION

Reject the low bid from Rehak General Engineering, LLC as non-responsive, award a Construction Contract to Maggiora & Ghilotti, Inc. for the Mt. Veeder Road MPM 3.5, RDS 25-18, and approve a Budget Amendment. (Fiscal Impact: $2,314,313 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On November 20, 2024, a 72-hour storm event caused slides near Mount Veeder Road mile post markers (MPM) 3.5. Additional precipitation that continued to early February of 2025 caused additional damage. There is only one lane of traffic available for both directions of traffic.

At MPM 3.5, the initial slide consists of a downslope failure on the northern side of the roadway where a portion of the road slid down the hillside threating the remaining portions of the road. This slide is approximately 270 feet long by 12 feet wide. In February 2025, the new storm event caused two additional slides located several hundred feet north of the existing slide. One slide is approximately 50 feet long by 5 feet wide and the other slide is approximately 66 feet long by 7 feet wide. The County intends to repair these three slides as one project under one construction contract.

The Board authorized advertising for the project on June 24, 2025, and Public Works staff opened bids on July 10, 2025, with the results listed below:

Rehak General Engineering, LLC	Auberry, CA	$1,520,049
Maggiora & Ghilotti, Inc.	San Rafael, CA	$1,616,616

E.E. Gilbert Construction, Inc.	Martinez, CA	$1,650,102
Ground Control, Inc.	San Francisco, CA	$1,671,689

The first lowest bidder, Rehak General Engineering, LLC, used the wrong proposal form in submitting their bid. Therefore, Public Works staff and Counsel recommend rejecting this bidder as non-responsive. Staff recommends award to the second lowest bidder, Maggiora & Ghilotti, Inc., for their responsive total bid of $1,616,616.

The Board has previously appropriated $517,842 for design of the project, and staff provided an estimate, before the 2 additional slides were identified, of $2,000,000 additional to complete the project.

Construction is anticipated to commence in August 2025 and to be completed by December of 2025, weather and site conditions permitting. A 20% contingency is requested for any unforeseen items of work.

The total project budget with the addition of engineering design, construction management, project management, special inspection and contingency is $2,832,155 and will be funded with Capital Improvement Projects Fund (see attached project budget).

Maggiora & Ghilotti, Inc. is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Reject the bid from Rehak General Engineering, LLC;

2. Award the Contract for the “Mt. Veeder Road MPM 3.5, RDS 25-18” to Maggiora & Ghilotti, Inc. for their low base bid of $1,616,616 ; and

3. Approve a Budget Amendment for the following (4/5 vote required):

a. Increase Transfers Out appropriations by $2,314,313 in the Capital Improvement Projects Fund (Fund

3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance to fund Project 25021 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25021, Account 48200);

b. Increase Construction Services appropriations by $2,189,313 in Project 25021 (Fund 2040, Sub- Division 2040500, Project 25021, Account 52360) offset by a Transfers In revenues from Capital Improvement Projects Fund; and

c. Increase Engineer Services appropriations by $125,000 in Project 25021 (Fund 2040, Sub-Division 2040500, Project 25021, Account 52145) offset by a Transfers In revenues from Capital Improvement Projects Fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The repairs are needed to open the road to two lanes of traffic and ensure public safety
Is the general fund affected?	No
Future fiscal impact:	Funding will be needed in FY 25-26 for permitting and construction. Permits may require mitigation planting and monitoring for up to 10 years after construction completion.
Consequences if not approved:	More of the roadway could be lost potentially locking residents in and result in a major disruption to traffic flow in the area

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR § 15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

Project 25021	Mount Veeder Rd MPM 3.5, RDS 25-18					7/22/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$1,616,616	$1,616,616	$0	$0	0%	$0
20% Construction Contingency	$323,323	$323,323	$0	$0	0%	$0
Design and Engineering Consultant	$427,842	$0	$427,842	$129,408	30%	$298,434
Engineering Consultant Contingency	$35,000	$0	$35,000	$0	0%	$35,000
Construction Management	$181,249	$181,249	$0	$0	0%	$0
10% Construction Management Contingency	$18,125	$18,125	$0	$0	0%	$0
County Project Management/Administration	$175,000	$125,000	$50,000	$24,700	49%	$25,300
Environmental, Geotechnical and Special Inspections	$50,000	$50,000	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$5,000	$0	$5,000	$2,829	57%	$2,171
TOTAL	2,832,155	$2,314,313	$517,842	$156,937	0.00	$360,905

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Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1299

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Construction Contract Award and Budget Amendment for the "American Canyon Library Remodel, Furniture", PW 25-09B

RECOMMENDATION

Award a Construction Contract to Trope Group, Inc. of Santa Rosa CA in the amount of $173,054 for the "American Canyon Library Remodel, Furniture" PW 25-09B, and approve a Budget Amendment. (Fiscal Impact $220,000 Expense; Library Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The American Canyon Library opened on August 14, 2012, in the remodeled Crawford Building, a location used previously as the American Canyon City Hall. The American Canyon Library is owned by the City of American Canyon and leased by Napa County. The lease agreement obligated Napa County to maintain the interior of the building (walls, windows, doors, flooring), along with the entrance doors, plumbing and light fixtures. The City of American Canyon is responsible to maintain the exterior of the building and surrounding property.

No improvements have been made to the building since it opened in 2012 and interior maintenance is needed. The American Canyon Library Remodel will update the facility's interior furnishings, flooring, paint, bathroom, doors, and exterior, signage. The library has a separate Capital Improvement Program (CIP) Division where funds are held to be utilized when capital improvements are needed to maintain the facilities. For bidding purposes, the project was split into two separate contracts, the "American Canyon Library Remodel" PW 25-09A and the "American Canyon Library Remodel, Furniture" PW 25-09B to allow contractors to bid their scopes of interest. The bid opening for PW 25-09A was moved to July 31, 2025 to investigate potential moisture issues under flooring.

On May 20, 2025, the Board of Supervisors (BOS) approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On June 12, 2025, bids were received and opened for PW 25-09B. On June 17, 2025, the County received and accepted a timely bid protest of its notice of intent to award to the apparent low bidder on the grounds that that low bidder lacked the licensure required by California Contractors State License Board rules. County staff investigated the protest and, in consultation with the County Counsel's Office, determined that the licensing

requirements needed to be clarified. County staff recommended the Board reject all bids, clarify the license requirements and readvertise the work to receive new bids. The Board approved the recommendation, the protest was deemed moot, the protest fee was returned, and the project was readvertised on June 25, 2025 with the license requirements clarified. Re-advertised bids were opened on July 10, 2025, bid results are attached for reference.

Staff recommends awarding the "American Canyon Library Remodel, Furniture" PW 25-09B Contract to the lowest responsive bidder, Trope Group, Inc., of Santa Rosa, CA, for their base bid of $173,054. The total project cost for the furniture scope, including construction, construction/project management, and construction contingency, is $220,000. The project will be funded by the Library Fund. The lead time on the furniture is 17-19 weeks, construction is planned for December 2025/January 2026, the library will be closed during construction.

Trope Group Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of the Construction contract for the "American Canyon Library Remodel, Furniture" PW 25-09B to Trope Group, Inc., of Santa Rosa, California, for their low base bid of $173,054 and authorization for the Chair to sign the construction contract; and
2. Approve a Budget Amendment to increase Construction Services appropriations by $220,000 (Fund 2020, Sub-Division 2020502, Project 25017, Account 52360) offset by use of Fund Balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Library Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To provide the library with updated furniture.
Is the general fund affected?	No
Future fiscal impact:	Future fiscal impacts will include routine maintenance.
Consequences if not approved:	The furniture of the American Canyon Library will not be updated.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act as 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

American Canyon Library Remodel, Furniture, PW 25-09B 7/22/25

		CONSTRUCTION PHASE				
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date**	**Appropriation Amount Spent to Date**	**Appropriation Amount % Spent to Date**	**Appropriation Amount Balance**
Construction	$173,054	$173,054	$0	$0	0%	$0
Construction Contingency (18%)	$31,150	$31,150	$0	$0	0%	$0
Construction Management	$15,796	$15,796	$0	$0	0%	$0
TOTAL	$220,000	$220,000	$0	$0	0%	$0

AMERICAN CANYON LIBRARY REMODEL, FURNITURE
PW 25-09B Re-Bid

Bid Opening: July 10, 2025 @ 11:30 AM
Engineer's estimate: $200,000

Contractor	Total Base Bid
Inside Source San Francisco, CA	$175,281.70
Resource Design Interiors San Francisco, CA	$180,339.83
Trope Group Santa Rosa, CA	$173,053.73

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1302

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Danielle Goshert, County Surveyor

SUBJECT: Resolution of intent to abandon an approximate 2.5-mile portion of Old Howell Mountain Road from the St. Helena city limit to just south of Sulman Lane

RECOMMENDATION

Adopt a Resolution of intent to conduct a public hearing on August 19, 2025, regarding the abandonment of an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining right of way for a public trail. (No Fiscal Impact)

BACKGROUND

The subject resolution affects an approximate 2.5-mile portion of Old Howell Mountain Road, being a 66-foot-wide right-of way easement that was accepted as a public road by the County on August 7, 1867. This portion has been closed since damage was incurred during the storms of 2017 and 2023. The closure spans the length from the St. Helena city limit at the south end to a location just south of the intersection with Sulman Lane as shown on the exhibit included in the attached resolution.

The Board was previously advised of the status of this portion of the right-of-way and indicated a desire to proceed with abandonment that includes the reservation of a trail easement to utilize the route as a bike/pedestrian facility if an appropriate partner is found. Such reservation is allowed per Streets and Highways Code Section 8340(d), and the Napa County Parks and Open Space District is ready and willing to take responsibility for developing and maintaining the trail and an agreement for those services is forthcoming upon approval of this abandonment.

The portion to be abandoned includes electric transmission poles and lines near the northern terminus, therefore in conformance with Streets and Highways Code Section 8340(c), a utility easement will be reserved for these in-place public utility facilities. Access to adjoining parcels is not compromised by this abandonment as there are no existing access connections to Old Howell Mountain Road along this segment.

The requested action will set a public hearing, as required by the Streets and Highways Code, for August 19, 2025. Public notice will be placed in the newspaper for two consecutive weeks preceding the hearing date. Additionally, adjoining landowners will be directly notified of this action, and public notices will be placed at the northerly and southerly termini of the route at least two weeks prior to the hearing.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)]. The proposed action involves abandonment of 2.5 miles of OHMR that has no potential to result in a change to the environment and therefore is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Further, it has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PURSUANT TO CHAPTER 3 OF PART 3 OF DIVISION 9 (COMMENCING WITH SECTION 8320) OF THE STREETS AND HIGHWAYS CODE DECLARING INTENTION TO ABANDON A PORTION OF A PUBLIC ROAD (OLD HOWELL MOUNTAIN ROAD)

WHEREAS, Streets and Highways Code Section 8320, et seq. authorizes a local agency to initiate proceedings to vacate a street, highway or public service easement; and

WHEREAS, Old Howell Mountain Road is described in that certain Road Petition No. 56A accepted by the Board of Supervisors on August 7, 1867, as reported in Meeting Minutes Book 'D' at Page 175 in the office of the Clerk of the Board; and

WHEREAS, the approximate 2.5-mile-long portion of this 66-foot-wide right-of-way from its intersection with Sulman Lane (northern limit) to its intersection with the St. Helena city limits (southern limit) is not necessary for a public roadway because it is no longer needed for vehicular access; and

WHEREAS, the County now wishes to abandon this right-of-way pursuant to Streets and Highways Code section 8320, et seq.; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1) The Napa County Board of Supervisors hereby declares its intention to abandon, pursuant to the provisions of Chapter 3 of Part 3 of Division 9 (commencing with Section 8320) of the Streets and Highways Code, the hereinafter described portion of road situated in the County of Napa, State of California, to wit:

> All that portion of Old Howell Mountain Road between the St. Helena city limit (southern limit) and Sulman Lane (northern limit) and being more particularly described in Exhibit "A" and depicted in Exhibit "A-1", both attached hereto and incorporated by reference herein.

2) The abandonment hereinabove described is conditioned upon the reservation of an easement for in-place public utility facilities as provided by Streets and Highways Code Section 8340(c) and a non-motorized trail easement retained for future incorporation into a trail system when and if appropriate as provided by Streets and Highways Code Section 8340(d).

3) August 19, 2025, at the hour of 9:00AM, or at such time thereafter as reasonably possible, in the Chambers of said Board of Supervisors, located in the County Administration Building, 1195 Third Street, Suite 305, Napa, California, shall be fixed as the time and place for hearing on adoption of a Resolution to Abandon a Portion of Old Howell Mountain Road.

4) The notice for said hearing shall be described in substantially the same form as attached hereto as Exhibit "B".

5) Said notice shall be published in a newspaper of general circulation published in said County of Napa for two (2) successive weeks preceding the date set for the hearing.

6) A copy of said notice shall be posted conspicuously along the line of the street proposed to be abandoned at least two weeks prior to the day fixed for the hearing.

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 22nd day of July, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

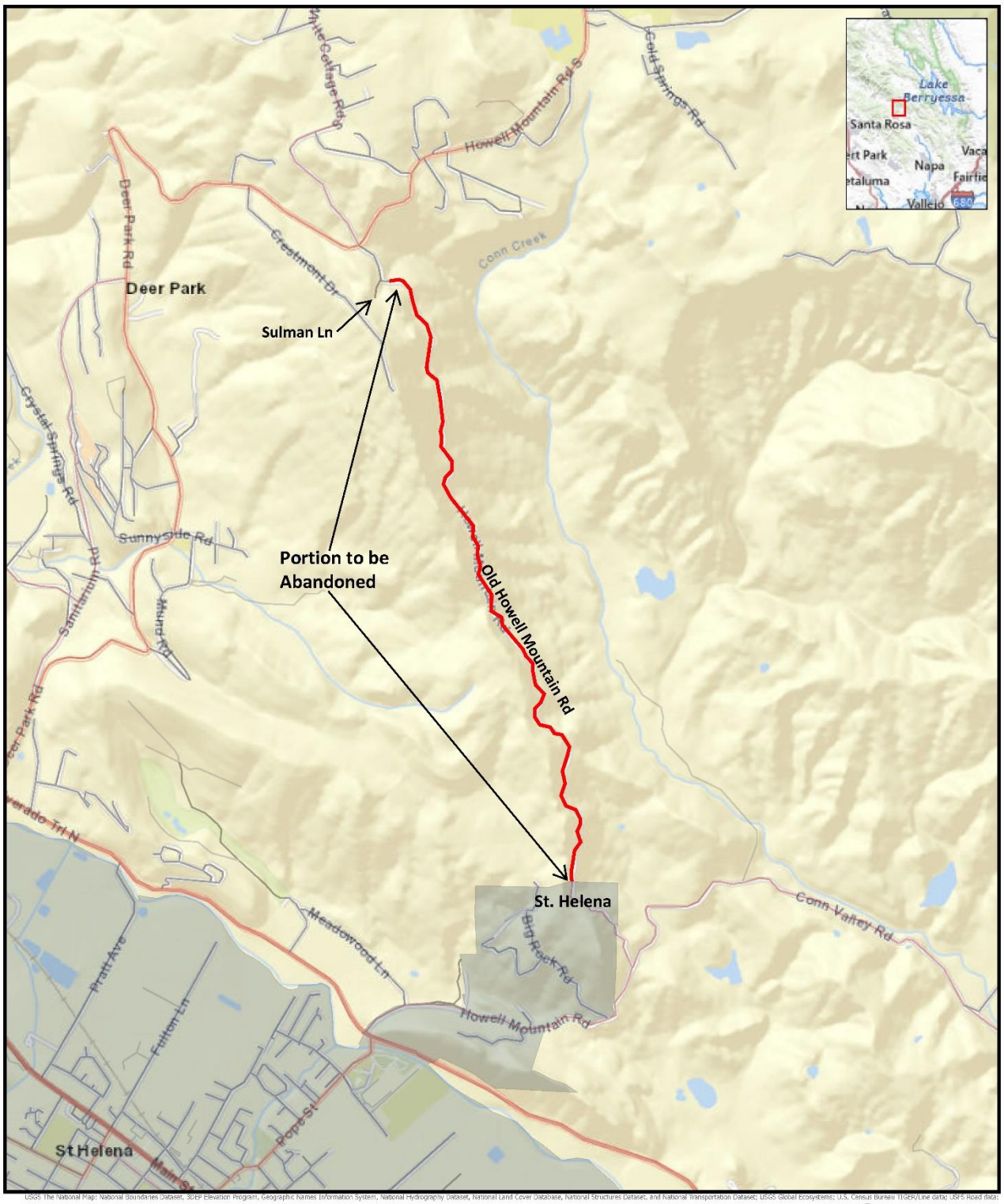
By:_____
Anne Cottrell, Chair of the
Board of Supervisors

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

Attachments:
Exhibit "A"
Exhibit "A-1"
Exhibit "B"

Exhibit "A"
Legal Description

All that portion of Old Howell Mountain Road, situated in the County of Napa, State of California, being a 66-foot-wide strip of land, the center of which is defined by the occupational centerline of its present location, lying northerly of the City of St. Helena city limit line and southerly of its intersection with Sulman Lane and depicted on the "Plat of Proposed Abandonment" attached hereto and made a part hereof as Exhibit "A-1".



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road data;

Exhibit 'A-1'
Plat of Proposed Abandonment

0 2.25 4.5 9 mi

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

EXHIBIT "B"

NAPA COUNTY BOARD OF SUPERVISORS

NOTICE OF HEARING BEFORE THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, REGARDING THE PROPOSED VACATION BY RESOLUTION OF A PORTION OF A COUNTY ROAD (OLD HOWELL MOUNTAIN ROAD)

NOTICE IS HEREBY GIVEN by the Napa County Board of Supervisors that on Tuesday, August 19, 2025, at the hour of 9:00 AM, or at such time thereafter as reasonably possible, the Board of Supervisors will consider adopting a resolution to abandon a portion of the hereinafter described County road, pursuant to Section 8320 et seq. of the Streets and Highways Code of the State of California. All interested persons are directed to appear at said time and place to show cause, if any they have, why said road should not be abandoned.

DESCRIPTION: The portion of County road proposed to be abandoned is situated in the County of Napa, State of California, and described as follows:

> All that portion of Old Howell Mountain Road, situated in the County of Napa, State of California, being a 66-foot-wide strip of land, the center of which is defined by the occupational centerline of its present location, lying northerly of the City of St. Helena city limit line and southerly of its intersection with Sulman Lane and depicted on the "Plat of Proposed Abandonment" attached hereto and made a part hereof as Exhibit "A-1".
>
> The abandonment hereinabove described is conditioned upon the reservation of an easement for in-place public utility facilities as provided by Streets and Highways Code Section 8340(c) and a non-motorized trail easement retained for future incorporation into a trail system when and if appropriate as provided by Streets and Highways Code Section 8340(d).

ENVIRONMENTAL DETERMINATION: It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)]. The proposed action involves abandonment of 2.5 miles of OHMR that has no potential to result in a change to the environment and therefore is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Further, 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.]

The meeting will be held in the Board of Supervisors' Meeting Room, Suite 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California. Interested persons are invited to attend and be heard.

A copy of the background information is available for review at the Office of the Clerk of the Board of Supervisors, County Administration Building, 1195 Third Street, Suite 310, Napa, California, 94559.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1303

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: James Reese - Associate Engineer

SUBJECT: Award a Construction Contract to W.R. Forde Associates, Inc. for the Ridgecrest Drive MPM 0.10 Roadway Slide Repair, RDS 25-26.

RECOMMENDATION

Award a Construction Contract to W.R. Forde Associates, Inc. for the Ridgecrest Drive Slide Repair Project, RDS 25-26. ($403,057 Expense, Budgeted, Discretionary)

BACKGROUND

In early February 2025, a severe storm caused extensive damage across Napa County, including a major landslide on Ridgecrest Drive near address 50 Ridgecrest Drive. In response, the County Board ratified a local emergency proclamation on February 14, 2025, and allocated $1,500,000 for the Ridgecrest Drive Slide Repair Project. The estimated total project cost based on bids is $893,111. Once the project is completed the remaining project budgeted funds will be returned to the original funding source.

County crews responded immediately, working overnight to stabilize the affected roadway. On February 7, 2025, Public Works staff contacted ADKO Engineering, Inc. previously selected through a qualifications-based selection process-to visit the site and on March 11, 2025 the Board approved a contract to prepare the Plans, Specifications, and Estimate (PS&E) for the project. On June 17, 2025, the Board Authorized the project to be advertised for competitive Bidding.

Public Works staff opened bids on July 10, 2025, with the results listed below:

- W.R. Forde Associates, Inc. Richmond, CA $403,057
- E.E. Gilbert Construction, Inc. Martinez, CA $474,726
- Summit Signal dba Danny Mihelcic Willits, CA $548,330

Staff recommends award to W.R. Forde Associates, Inc. for their responsive total bid of $403,057 which compares reasonably with the engineer's construction estimate which was $350,000. Construction is anticipated to commence in September 2025 and to be completed by November of 2025, weather and site conditions permitting. W.R. Forde Associates, Inc. is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

Award a Construction Contract for the “Ridgecrest Drive Slide Repair Project, RDS 25-26” to W.R. Forde Associates, Inc. for their low total bid of $403,057.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Ridgecrest Slide Repair, Project 25035.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repair is needed to keep road open.
Is the general fund affected?	No
Future fiscal impact:	It is anticipated that the contractor will complete the construction in Fiscal Year 2025-26. Minimal maintenance of the retaining wall. Excess funds will be held for other storm disaster projects.
Consequences if not approved:	The slide will expand, and the road will become unpassable.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed project is part of the February 14, 2025, emergency declaration by the Napa County and statutorily exempt as defined by 14 California Code of Regulations 15269 A&B (State CEQA Guidelines) and therefore CEQA is not applicable.

Project 25035	Ridgecrest Repair, RDS 25-26					7/22/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$403,057	$0	$403,057	$0	0%	$403,057
20% Construction Contingency	$80,611	$0	$80,611	$0	0%	$80,611
Design and Engineering Consultant	$209,443	$0	$209,443	$137,207	66%	$72,236
Engineering Consultant Contingency	$20,000	$0	$20,000	$0	0%	$0
Construction Management	$85,000	$0	$85,000	$0	0%	$85,000
County Project Management/Administration	$85,000	$0	$85,000	$33,812	40%	$51,188
Environmental, Geotechnical and Special Inspections	$10,000	$0	$10,000	$4,990	50%	$5,010
Emergency Stabilization	$0	$0	$0	$0	0%	$0
TOTAL	893,111	$0	893,111	176,009	20%	717,102

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1308

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Approve Amendment No. 3 to Agreement No. 230301B with Napa Jet Center, Inc. DBA Atlantic Aviation.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 230301B with Napa Jet Center, Inc., doing business as Atlantic Aviation, to extend the term of use of transitional space at the Napa County Airport to the end of the "Pioneering Period" or June 30, 2026. (Fiscal Impact: $55,752 Revenue; Airport Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County Agreement No. 230301B was executed on February 7, 2023 with Atlantic Aviation for the purpose of providing space, through June 30, 2025, at the County's new General Aviation Terminal located at 2000 Airport Road, for flight training services. This space is sublicensed to their flight training school operator which is a contractually required service provided by Atlantic Aviation, one of the Fixed Base Operators (FBOs) located at the Airport. Amendment No. 2, executed on March 27, 2024, provided for the subtenant to remain in Hangar 55 for the purpose of maintaining the flight school's small aircraft fleet for the duration of the Agreement. The Agreement expired on June 30, 2025. This Amendment No. 3 extends the term of the Agreement through the FBO construction ("pioneering period"), estimated to be March 25, 2026 but in no case later than June 30, 2026. It additionally increases rent by the regional change in the Consumer Price Index (CPI), and effective July 1, 2025, increases the flat rate charge for utility use in Hangar 55 from $145 to $150 per month. Retroactively effective, on July 1, 2025, the rental rate for the two license areas increases to $2,872 per month for the office space and to $1,707 per month for the Hangar 55 premises. The County is authorized to enter into this space license pursuant to Government Code section 25536.

REQUESTED ACTION:

Approve and authorize Amendment No. 3 to Space License Agreement No. 230301B with Napa Jet Center, Inc., doing business as Atlantic Aviation, to extend the term of use of transitional space at the Napa County Airport to the end of the "Pioneering Period" or June 30, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Airport Operations Fund 5010, Subdivision 5010000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of Amendment No. 3 will facilitate efficient operation of the flight school services offered through Atlantic Aviation via a sublease. In addition, the Napa County Airport Enterprise Fund will continue to receive monthly income totalling $4,729 per month for the two space licenses until the completion of the FBO construction period, no later than June 30, 2026.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The flight school operator, a required Atlantic Aviation service, would need to relocate to the FBO leasehold while it is under construction. This is not desirable because the operator has found it impractical to relocate their operation.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14, CCR 15061(b)(3)].

Docusign Envelope ID: 7B817E30-A05D-43D6-B1EE-E7977364C58A

AMENDMENT NO. 3 TO
NAPA COUNTY SPACE LICENSE AGREEMENT NO. 230301B

THIS AMENDMENT NO. 3 TO SPACE LICENSE AGREEMENT 230301B ("Amendment No. 3") is made and entered into as of this ___ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County", and Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, County owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as "Airport"; and

WHEREAS, Licensee is a successor in interest to a continual commercial presence at the Napa County Airport since 1993; and has entered into the separate Ground Lease, License, and Operating Agreement 230232B (the "Agreement") with the County, which requires Licensee, *inter alia*, to continue to provide flight training services; and

WHEREAS, on February 7, 2023, Licensee entered into a Space License Agreement 230301B (the "License") to utilize premises in the County's building at 2000 Airport Road for a flight training operation as well as space within Hangar 55 (located at 2030 Airport Road) for aircraft maintenance during a pioneering period while their permanent facility is developed; and

WHEREAS, on June 6, 2023, Licensee entered into Amendment No.1 to the License to add approximately 4,000 square feet within the hanger at 1950 Airport Road for aircraft maintenance through June 30, 2025, while their permanent facility is developed; and

WHEREAS, on March 26, 2024, Licensee entered into Amendment No. 2 to the Space License Agreement to continue to occupy Hangar 55 for their flight training aircraft use, rather than move to space at 1950 Airport Rd, with full understanding of operational challenges expected during near-term construction; and

WHEREAS, the License to use Hanger 55 expires on June 30, 2025, and County desires to work with Licensee to provide space within County facilities and continue providing facilities through the pioneering period as defined in Agreement 230232B by amending Space License Agreement No. 230301B;

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NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend Space License Agreement No. 230301B as follows:

TERMS

1. Paragraph 4 of the License is amended to read in full as follows:

4. Term. The term of this License shall commence on December 6, 2022 and continue until the end of the "Pioneering Period" as defined in Agreement 230232B, but in no case shall it continue beyond June 30, 2026, unless otherwise mutually agreed in a written amendment to this License. This License may terminate with Licensee providing sixty (60) days written notice, or may be terminated earlier in accordance with Paragraph 9 (Termination); except that the obligations of Licensee under Paragraph 12 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the License.

2. Subparagraph (a) of Paragraph 5 of the License is amended to read in full as follows:

(a) Base Rent. Licensee agrees to and shall pay the following monthly sums from July 1, 2023 until June 30, 2025:

i. Two Thousand Eight Hundred and Four Dollars and Eighty-Four Cents ($2,804.84) per month as rent for the office space at 2000 Airport Road and the terminal space at 2030 Airport Road; and

ii. One Thousand Six Hundred and Sixty-Seven Dollars and Fifteen Cents ($1,667.15) per month for the Hangar 55 Premises.

(together the "Base Rent"). Any partial month of the tenancy of the Demised Premises shall be prorated. Rent may be adjusted by the Airport Manager for any period of holdover, but in no case will the rent be more than 150% of the current rent.

Licensee agrees to and shall pay the following monthly sums from July 1, 2025 until the end of term:

i. Two Thousand, Eight Hundred, and Seventy-Two Dollars and Sixteen Cents

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($2,872.16) per month as rent for the office space at 2000 Airport Road and the terminal space at 2030 Airport Road; and

ii. One Thousand Seven Hundred and Seven Dollars and Sixteen Cents ($1,707.16) per month for the Hangar 55 Premises.

(together the "Base Rent"). Any partial month of the tenancy of the Demised Premises shall be prorated. Rent may be adjusted by the Airport Manager for any period of holdover, and the rent will then be adjusted upward to the Fair Market Value (FMV) rent (currently at $2.08/s.f. monthly plus janitorial services allocation for 2000 Airport Road, CPI adjusted Hangar 55 rent with increased utility expenses, and CPI adjusted aircraft tie-down rental(s)). In no case will the rent be more than 150% of the current rent. County shall provide Licensee with written notice of any proposed rent adjustment 30 days prior to implementation.

3. Subparagraph (b) of Paragraph 6 of the License is amended to read in full as follows:

(b) County shall pay water, sewer, and refuse services. Licensee shall pay County One Hundred Forty-Five Dollars ($145.00) per month for electricity use for the Hanger 55 Premises. Commencing on July 1, 2025, Licensee shall pay County One Hundred Fifty Dollars ($150.00) per month for utilities for the Hangar 55 Premises. The monthly utility charge shall remain fixed for the remainder of the term unless the parties mutually agree to adjust based on material changes in usage or utility rates.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

5. This Amendment No. 3 represents all the changes to the License agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the License and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

Docusign Envelope ID: 7B817E30-A05D-43D6-B1EE-E7977364C58A

IN WITNESS WHEREOF, this Amendment No. 3 of Napa County Space License Agreement No. 230301B is executed by the County, acting by and through the Chair of the Board of Supervisors, and by Licensee through its duly authorized officer(s).

Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation

By DocuSigned by: Tim Bannon 066ECABEEA6F410... _____

TIMOTHY BANNON, Chief Operating Officer

NAPA COUNTY, a political subdivision of the State of California

By _____

ANNE COTTRELL,
Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Deputy County Counsel Date: June 5, 2025 PL Doc. No. 132722	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1309

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Frank Lucido, Engineering Manager

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Rossi Bridge Phase 1, RDS 25-25" project.

RECOMMENDATION

Approve the Plans and Specifications for the "Rossi Bridge Phase 1, RDS 25-25" project and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact)

BACKGROUND

The crossing on Rossi Road that bridges over Conn Creek is unique in that it was originally constructed by private owners in the early 1900's by placing three iron culverts in the creek and placing soil on top which partially impounded the creek. In the late 1920's the County assumed responsibility for the road and constructed an additional concrete box culvert and headwall to allow for more capacity. In early February of 2025, a storm event caused significant damage around Napa County including the Rossi Crossing. One of the iron culverts collapsed and the concrete headwall was severely damaged. As a result, the County had to close Rossi Road at the location, which is the only public access to a business and 7 or 8 residences as the site was too unstable. A private property owner allowed limited local traffic access through their property while the site dried out. Eventually, road crews were able to remove some oversaturated soil, the collapsed culvert and place temporary stabilization measures that allowed reopening of the road on March 27, 2025.

On February 7, 2025, a task order was executed for drilling, surveying and preliminary design for the project. The County Board ratified a local emergency proclamation on February 18, 2025, and approved $2,000,000 in funding for the Rossi Road Bridge Repair Project. On March 11, 2025, the Board approved a $348,447 contract with Adko Inc., who was previously selected in a request for qualifications process for storm repair projects to continue design work and environmental review. The final design and environmental documents were submitted to local, state and federal agencies, however permission to work in the creek has not been granted yet. Phase 1 of this project will therefore focus on constructing improvements outside of the creek prior to this coming winter which will make it possible to place a prefabricated bridge onto new abutments if the existing

impound fails. The County expects permits for Phase 2 of the project before next summer which will allow for the removal of the earthen impoundment, re-grading the creek and installation of the new bridge. Both phases will require archaeological, cultural and biological monitors and special environmental surveys and closure of the road during most of the construction period.

Requested Action:

Approve the Plans and Specifications for the "Rossi Bridge Phase 1, RDS 25-25" and authorization to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads CIP Project 25034
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is needed to ensure public and emergency access.
Is the general fund affected?	No
Future fiscal impact:	The first phase of the project will be completed in FY 25-26 while the second phase will continue into FY 26-27. The site will also require funding for mitigation planting and reporting for 5-10 more years after the completion of the second phase.
Consequences if not approved:	If this project isn't approved and the region receives moderate rain this winter, there is a good chance that the road will fail and there won't be a method to restore access until the end of next summer.
Additional Information	The County has executed a temporary access agreement with Rodgers Vineyard which will allow limited use by the residents who live beyond the damaged section of the road during. As part of the agreement, the County will repair damage to the private road in exchange for its use during construction and in case of an emergency. The estimated cost for this access/maintenance through the life of the project is roughly $50,000.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed improvements would be considered Categorically Exempt from CEQA pursuant to Section 15301 Class 1-Existing Facilities, which includes the operation and repair of existing public or private structures or facilities involving negligible or no expansion of existing of former use. The proposed improvements would also be considered Categorically Exempt pursuant to Section 15302, Class 2- Replacement or Reconstruction, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. A key consideration in the appropriateness of using these Categorical Exemptions is whether the project would be located on the same site, have substantially the same purpose and involves negligible or no expansion of an existing use. In terms of

negligible expansion, the proposed project will generally take place within the existing facility's footprint and does not include significant expansions beyond existing conditions. The proposed project would allow repair work and improve public safety and ensure the bridge remains safe for use by the Napa County residents and visitors to the area. Therefore, it has been determined that the proposed project qualifies for both a Class 1 and Class 2 Categorical Exemption and has no reasonable possibility of having a significant effect on the environment.

Project 25034	Rossi Road Bridge Repair, RDS 25-25					7/22/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$950,000	$0	$950,000	$0	0%	$950,000
20% Construction Contingency	$190,000	$0	$190,000	$0	0%	$190,000
Design and Engineering Consultant	$348,447	$0	$348,447	$200,000	57%	$148,447
Engineering Consultant Contingency	$36,553	$0	$36,553	$0	0%	$0
Construction Management	$100,000	$0	$100,000	$0	0%	$100,000
County Project Management/Administration	$100,000	$0	$100,000	$10,000	10%	$90,000
Environmental, Geotechnical and Special Inspections	$150,000	$0	$150,000	$5,000	3%	$145,000
Emergency Stabilization, Access	$50,000	$0	$50,000	$0	0%	$50,000
Post Construction Maintenance	$75,000	$0	$75,000	$0	0%	
TOTAL	2,000,000	$0	2,000,000	215,000	11%	1,785,000

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1084

TO: Board of Supervisors

FROM: Oscar Ortiz- Sheriff/Deputy Director of Emergency Services

REPORT BY: Brieanna Jones- Emergency Services Officer

SUBJECT: Adoption of Updated Emergency Operations Plan

RECOMMENDATION

Adopt a Resolution to approve the updated Napa County Emergency Operations Plan as the current official emergency operations plan for Napa County. (No Fiscal Impact)

BACKGROUND

While no plan can completely prevent negative impacts to the County, good plans, carried out by knowledgeable and well-trained personnel, can and will minimize losses. A core function of Napa County Office of Emergency Services is to plan for natural and man-made disasters so we can better prepare, mitigate, respond and recover if unfortunate acts are presented to us. Napa County has prepared an update to its Emergency Operations Plan (EOP) to ensure the most effective allocation of resources for the maximum benefit and protection of the County's residents and visitors in a time of emergency. The EOP provides a programmatic framework that outlines the County's intended approach to preventing, preparing for, responding to, recovering from, and mitigating against the impacts of natural and man-made disasters and emergencies. The County's EOP development and maintenance process is supported by analysis of the County's threats, hazards, needs and capabilities, community-wide collaboration, periodic review, training and exercise.

The Napa County Emergency Management Program is governed by a wide range of laws, regulations, plans and policies. The program is administered and coordinated by the Office of Emergency Services (OES) which is located within the Sheriff's Office. The program receives its authority from the California Emergency Services Act; California Disaster Assistance Act and other related State Statutes. The state of California and local government jurisdictions are required to have an Emergency Operations Plan (EOP), legislative measures change on the content in which should be included within the plan. New legislation (AB580 and AB2386) state the schedule in which Cal OES should review county plans which began in 2022 and includes 10 counties each year. Napa County has had a plan for decades. The state recommends that plans should be updated every two to

three years. This update is the only update that has been reviewed by the state per new legislation.

The National Response Framework (NRF), National Incident Management System (NIMS), and the State's Standardized Emergency Management System (SEMS) provide planning and policy guidance to counties and local municipalities. Collectively these documents support the development and serve as the foundational planning tool for the Napa County EOP. This EOP is an all-hazard regional plan which describes how Napa County will organize and respond to events and disasters. The plan describes how various agencies and organizations in the County will coordinate resources and activities with federal, state, non-government organizations and private partners. Use of the NIMS/ SEMS, and the Incident Command System is a key component of county coordination in planning and response operations. Several County-wide organizations are instrumental in ensuring coordination and collaboration in emergency planning.

Napa County’s goal is to respond to unforeseen emergency conditions in the most organized, efficient, and effective manner possible. Napa County OES maintains this plan with its supporting documents as well as the Emergency Operations Center (EOC) to address responses to major incidents. The plan is divided into the Base Plan which describes Risk Analysis; Concept of Operations; Information Collection, Analysis and Distribution; Roles and Responsibilities; and the coordination between field-level incident command posts, local and State EOCs, and the private sector. Hazard and function-specific annexes have been developed to further refine plans and action to be taken during specific emergency events. Some of the jurisdictions within the county have collaborated with county OES to incorporate a city annex as part of the county emergency operations plan which will be approved/adopted separately with their respective cities. Additionally, the Recovery annex that was presented to the Board of Supervisors in May, will now be incorporated as a new function-specific annex to the EOP.

In accordance with Napa County Code of Ordinances Section 2.80.080, this EOP serves as the County's emergency plan and provides for the effective mobilization of all of the resources of the County, both public and private, to meet any condition constituting a local emergency or state of emergency, and shall provide for the organization, powers and duties, services and staff of the emergency organization. In addition, California Office of Emergency Services (CalOES) has reviewed Napa County’s EOP and made recommendations and considerations to the EOP which were incorporated where necessary. The EOP shall take effect upon adoption by resolution of the Board of Supervisors.

Requested Actions:

1. Adopt and sign the letter of promulgation

2. Approve and sign the resolution adopting the County’s 2024 update as the new Emergency Operations Plan.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	If not approved, the county will not have an updated plan that considers lessons learned, legislative changes and new state/federal guidance.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025 -

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE 2025 EMERGENCY OPERATIONS PLAN FOR THE COUNTY OF NAPA AND LETTER OF PROMULGATION

WHEREAS, protecting life and property by way of emergency preparedness is one of the primary responsibilities of a county government; and

WHEREAS, an Emergency Operations Plan provides the framework for emergency management during disasters; and

WHEREAS, the Emergency Operations Plan is a requirement of the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, the County of Napa adopted an Emergency Operations Plan in 2008 and 2020; and

WHEREAS, updating the County's Emergency Operations Plan is consistent with Board of Supervisor's goal of continuing to foster the healthiest, safest, and most welcoming neighborhoods, promote the unique attributes of Napa County, and plan inclusively for the Whole Community; and

WHEREAS, the Napa County Office of Emergency Services has updated and revised the Emergency Operations Plan in compliance with the above requirements and goals and in collaboration with planning partners across the county, and the updated Emergency Operations Plan is attached hereto as Exhibit "A."

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

1. The updated Emergency Operations Plan, attached hereto as Exhibit "A."

2. This Resolution shall take effect immediately upon its adoption, and the Emergency Operations Plan shall be effective at that time.

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

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: July 1, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

LETTER OF PROMULGATION

July 22, 2025

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

The preservation of life and property is an inherent responsibility of all levels of government. As disasters can occur in devastating form at any time, Napa County must provide safeguards, which may save lives, while minimizing property damage. This will be accomplished through planning, preparedness measures, and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

While no plan can prevent death and destruction, good plans carried out by knowledgeable and well-trained personnel can and will minimize losses. This plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for the coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System and the National Incident Management System.

This plan was developed for each Napa County department, local special districts with emergency services responsibilities, and the cities within Napa County. The intent of the EOP is to provide direction on how to respond to an emergency from the outset through an extended response, and into the recovery process.

Once adopted, this plan is an extension of the State of California Emergency Plan. It will be reviewed and tested periodically and revised as necessary to meet changing conditions.

The Napa County Board of Supervisors gives its full support to this Emergency Operations Plan (EOP) and urges all public employees and individuals to prepare for times of emergency before they occur.

_____

Anne Cottrell
County Board of Supervisors Chairperson

APPROVED AS TO FORM **Office of County Counsel** **By:** Shana A. Bagley **County Counsel** **Date:** July 10, 2025	**APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS** **Date:** **Processed By:** **Deputy Clerk of the Board**	**ATTEST: NEHA HOSKINS** **Clerk of the Board of Supervisors** **By:**

2024
NAPA COUNTY
EMERGENCY OPERATIONS PLAN

BASIC PLAN

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QUICK REFERENCE GUIDE

The Cal OES' State Emergency Plan Coordinating Draft (2023) has identified a standardized approach to structuring jurisdictional Emergency Operations Plans. As part of this update, Napa County's Emergency Operations Plan is comprised of multiple documents, which are identified and described below:

DOCUMENT	DESCRIPTION[1]
EMERGENCY OPERATIONS PLAN	
Basic Plan	This document describes a comprehensive emergency management concept of operations that outlines the relationships and responsibilities of state government, its political subdivisions, and other participating organizations.
ATTACHMENTS	
Acronyms and Authorities	Supporting documents to the basic plan describing supplemental information.
APPENDICES	
EOC Standard Operating Procedures	Targeted information and procedures to activate, operate, and deactivate the EOC, including forms to support EOC activities and EOC staff. Procedures designed to be stand-alone documents usable by staff in the EOC.
EOC Position Checklists	Position descriptions and checklists designed to be stand-alone documents usable by staff in the EOC.
ANNEXES	
Annex Preamble	Provides general information and content applicable to Napa County's Annexes to the Emergency Operations Plan (EOP).
Functional Annexes 1. **Agriculture** 2. **Debris Management** 3. **Evacuation**	Describes policies, situations, concept of operations, and agency-specific responsibilities for functions anticipated by the jurisdiction.

[1] "California's State Emergency Plan – Coordinating Draft", California Governor's Office of Emergency Services, 2023. https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

DOCUMENT	DESCRIPTION[1]
4. Mass Care **5. Volunteer and Donations Management**	
Hazard/Threat Specific Annexes **6. Dam Failure** **7. Drought** **8. Earthquake** **9. Extreme Temperature** **10. Flood** **11. Hazardous Materials** **12. Mass Fatality** **13. Pandemic** **14. Power Outage** **15. Terrorism** **16. Wildfire**	Describes policies, situations, concept of operations, and agency-specific responsibilities for hazards, threats, or incidents anticipated by the jurisdiction.
Local Jurisdiction Annexes **A. City of Calistoga** **B. City of Napa** **C. Town of Yountville**	Provides local jurisdictional information related to an emergency or disaster where emergency management and response may be activated or required. For the remaining local jurisdictions within Napa County that are not listed, reference their data directly from the Cities of American Canyon and St. Helena.

How To Use This Plan?

Napa County personnel who are assigned a responsibility in this plan should have a working knowledge of the concepts, functions, and actions described throughout the Emergency Operations Basic Plan (EOP) and corresponding documents such as the Emergency Operations Center (EOC) Standard Operating Procedures (SOP's) and EOC Position Checklists.

Napa County's EOC staff should refer to this document as guidance for Napa County's EOC activation, response, and deactivation procedures. When Napa County staff arrive at the EOC during an emergency, staff should immediately locate this EOP, the EOC SOP's, and position checklists.

What To Do With This Plan?

Napa County's Director of Emergency Services will provide a current copy of the EOP, the corresponding EOC SOP's, and position checklists to EOC staff. All EOC staff are responsible for familiarizing themselves with the contents of these documents. During an emergency, EOC staff should know where the EOC SOP's, and position checklists are

located and how to use them. It is important to familiarize staff with the location of these documents and the content through review, training, and exercises.

What Is An EOC?

An EOC is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management or disaster management functions at a strategic level. When activated, Napa County's EOC maintains responsibility for assessing countywide conditions and status of emerging situations. Additionally, Napa County's EOC will collect and analyze damage assessments, obtain resource requests from the field, and procure resources that are needed by field personnel in order to respond and recover from the event.

When Will I Need To Report To The EOC?

Napa County's EOC can be activated during an emerging situation resulting from natural and man-made incidents. Not every incident will activate the EOC. The magnitude and scale of an incident determines EOC activation. Napa County's EOC will be activated when an organization's daily operating procedures or resources are insufficient to cope with an emergency. Positions may be determined as they are required for a specific type of response and when the EOC is activated. Certain positions may be automatically activated. For specific criteria on activation and when to report to the EOC, see the EOC Activation Levels section in this EOP.

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EXECUTIVE SUMMARY

This Executive Summary provides an overview of Napa County's emergency operations and procedures for preparing, responding, and recovering from emergencies associated with natural or human-caused disasters within the geographic boundary of Napa County's Operational Area[2].

This Emergency Operations Base Plan (EOP) has been updated to include concepts from Cal OES' State Emergency Plan Coordinating Draft (2023), guidance from the Cal OES Emergency Plan Review Crosswalk for Local Government Agencies, as well as information from Napa County's previous two emergency operations plans, completed in 2017 and 2019/2020.

This update also incorporates areas of improvement and lessons learned during the 2017 and 2020 wildfire disasters affecting Napa County and neighboring jurisdictions, as well as the COVID-19 global pandemic. The COVID-19 pandemic resulted in Napa County's EOC sustaining a long-term activation (from February 2020 until February 2022), which illustrated multi-layers of complexity sustaining emergency operations for such a long period of time.

Further, this EOP was developed using elements from Napa County's Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) (2021), FEMA's Comprehensive Preparedness Guide Version 3.0 (September 2021), and guidance from the Presidential Policy Directive – 8: National Preparedness.

This document is intended to be read, understood, and exercised prior to an emergency or disaster, and the corresponding EOC Standard Operating Procedures (SOP's) should be implemented during EOC activation. This EOP incorporates concepts and principles from the Incident Command System (ICS), California's Standard Emergency Management System (SEMS), and the National Incident Management System (NIMS) into Napa County's emergency operations. The plan is flexible enough to be used in all emergencies and will facilitate response and recovery activities.

Napa County comprises five jurisdictions that appreciate an extremely close working relationship. The cities of American Canyon, City of Napa, St. Helena, Calistoga, and the Town of Yountville are incorporated jurisdictions located within the area of Napa County. The majority of Napa County's population are Caucasian and Hispanic origin as shown in the chart on the following page.

[2] The County functions as the Operational Area and is the focal point for information transfer and support requests by cities and Special Districts within the County.

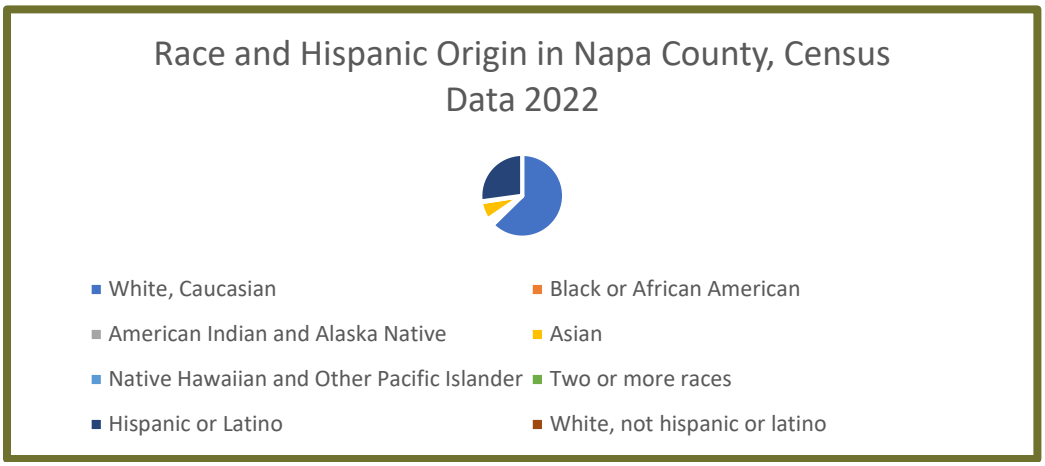


Figure 1: **Race and Hispanic Origin in NNavyfootballwins1!apa County, Census Data 2022**

Whereas English and Spanish are the threshold languages[3] in the county:

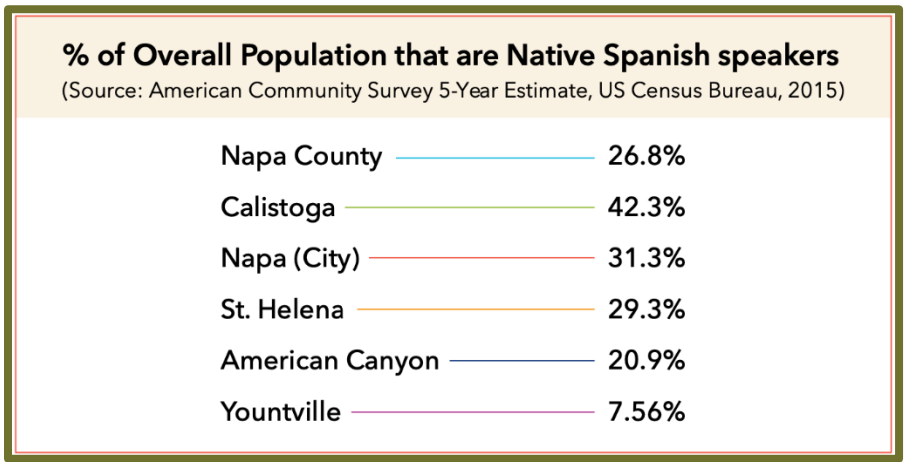


Figure 2: **Communicating with Spanish Speakers During Times of Disaster**

Napa County government is responsible for all non-incorporated areas in the County. Together, the County, with participation from stakeholders, has created this document to have the above forementioned jurisdictions operating in concert when responding to major incidents or disasters within the Napa County Operational Area.

In June 2023, the County Executive Officer designated the Sheriff as the Director of Emergency Services. This allows the Sheriff's Office to implement a whole community approach and collaborate closely with Office of Emergency Services (OES) stakeholders other than fire and emergency medical services, such as hospitals, schools, and public and private entities. The Sheriff's Office will support preparedness programs, the

[3] COAD Strategic Plan, 2023-2024

development of emergency response plans, and the administration of training and exercises.

The following Napa County stakeholders[4] who played a role in supporting activities described in this EOP concur with how this plan describes their tasks:

- County Executive Office
- Emergency Medical Services Agency
- Health & Human Services Agency
- Housing & Homeless Services
- Information Technology Services
- Napa County Counsel
- Napa County Fire
- Napa County Sheriff's Office
- Office of Emergency Services
- Planning, Building & Environmental Services
- Public Works

Napa County OES also worked with non-governmental stakeholders who play a role in supporting the activities within this EOP and subsequent annexes, such as Napa Valley's Community Organizations Active in Disaster (COAD), Napa Valley's Transportation Authority (NVTA), and Napa Valley's Center for Volunteers and Nonprofit Leadership (CVNL).

COAD has strong multi-sectoral membership and support with over 45 partner organizations and 17 local county and city government departments actively involved in the coordination for building relationships during all phases of a disaster. For example, during recent wildland fire events, COAD formed a Latino Outreach Subcommittee (LOS) that supported and coordinated message translation, reviewed information to ensure it was culturally sensitive and appropriate, and organized information distribution to the Latino community. In collaboration with the COAD Public Information & Outreach Subcommittees, the LOS worked through COAD agencies and coordinated with Napa County's EOC to get correct and culturally appropriate information out in Spanish.

By working with COAD, Napa County can engage in geographically diverse locations with culturally diverse communities within the County.

While no plan can prevent loss of life and infrastructure damage, establishing a framework including a concept of operations carried out by knowledgeable and well-trained personnel and outlining roles and responsibilities can minimize loss. This EOP provides guidance to promote effective preparedness, response, and recovery operations when an emergency impacts Napa County.

It is important to note that this document is a draft and will undergo additional updates based on feedback received from stakeholders and partners.

[4] This list of stakeholders is limited to Napa County departments/agencies.

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LETTER OF PROMULGATION

July 22, 2025

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

The preservation of life and property is an inherent responsibility of all levels of government. As disasters can occur in devastating form at any time, Napa County must provide safeguards, which may save lives, while minimizing property damage. This will be accomplished through planning, preparedness measures, and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

While no plan can prevent death and destruction, good plans carried out by knowledgeable and well-trained personnel can and will minimize losses. This plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for the coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System and the National Incident Management System.

This plan was developed for each Napa County department, local special districts with emergency services responsibilities, and the cities within Napa County. The intent of the EOP is to provide direction on how to respond to an emergency from the outset through an extended response, and into the recovery process.

Once adopted, this plan is an extension of the State of California Emergency Plan. It will be reviewed and tested periodically and revised as necessary to meet changing conditions.

The Napa County Board of Supervisors gives its full support to this Emergency Operations Plan (EOP) and urges all public employees and individuals to prepare for times of emergency before they occur.

_____

Anne Cottrell
County Board of Supervisors Chairperson

APPROVED AS TO FORM **Office of County Counsel** **By:** **County Counsel** **Date:**	**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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APPROVAL AND IMPLEMENTATION

Napa County has a commitment to the safety of its residents. Their safety and security depend upon the continuation of public services before, during, and after an emergency/disaster.

Napa County OES is mandated by federal, state, and local laws to ensure that mitigation efforts are enhanced, preparedness is encouraged, responsiveness is assured, and recovery is achieved efficiently and effectively, before, during, and after man-made or natural disasters (e.g., wildland fires, earthquakes, terrorism, tsunamis, chemical spills, floods, etc.) which may occur within the County.

One of the primary responsibilities of OES is to develop, update and maintain a record of changes to an emergency management plan. This plan addresses, to the extent possible, all emergency response functions of local governmental departments, agencies, public officials, and other public and private organizations during emergencies/disasters.

This plan was developed with the cooperation of Napa County's Emergency Services Council[5], County, Municipal, and Special District departments and agencies such as law enforcement (including the Community Emergency Response Team – CERT), fire, healthcare facilities, and public works; and non-governmental organizations such as the Center for Volunteer and Nonprofit Leadership (CVNL), the Napa Community Animal Response Team (NCART), Napa Valley Community Organizations Active in Disaster (COAD), including those advocating for Access and Functional Needs (AFN). These organizations play a pivotal and functional role in responding to emergencies/disasters.

This EOP was developed using elements from Napa County's Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) (2021), FEMA's Comprehensive Preparedness Guide Version 3.0 (September 2021), and guidance from the Presidential Policy Directive – 8: National Preparedness.

On behalf of the emergency operations planning committee:

Napa County Executive Officer	American Canyon City Manager
Napa County Sheriff	Napa City Manager
Chair, Napa County Emergency Services Council	St. Helena City Manager
Calistoga City Manager	Yountville Town Manager

[5] Also known in other jurisdictions as a "disaster council" within the State of California, under the California Emergency Services Act, Article 10, Local Disaster Councils 8610.

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RECORD OF CHANGES AND DISTRIBUTION

Napa County OES will be responsible for ensuring this plan is kept up to date. Each update and version of the EOP will be tracked by Napa County OES. When any modifications are made, it is important to document the document version, a summary description of the changes, the date of the revision, and the name of the person who approved the revisions. The following authorities must approve specific modifications related to policy, laws, regulations, process, and procedures:

- County Executive Officer, or
- designated Director of Emergency Services

All other minor content modifications may be solely approved by the Napa County OES Director of Emergency Services.

This plan will be physically printed and located within a 3-ring binder at the primary EOC location, it will be added to a share site for county employees on the EOC roster and will be available online at the County of Napa and Ready Napa County websites. Reference the Plan Administration Section of the EOP for more detailed information on the process for overall plan maintenance.

RECORD OF CHANGES AND APPROVAL			
Version No.	**Revision Description**	**Revision Date**	**Approved By**
RECORD OF DISTRIBUTION			
Quantity	**Distributed To**	**Date**	**Approved By**

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1. INTRODUCTION

1.1 PURPOSE

This EOP addresses Napa County's coordinated and planned response to extraordinary emergency situations associated with any hazard, natural or human-caused, which may affect any area within Napa County's geographic boundaries. This plan is the principal guide for Napa County's response to, management of, and recovery from real or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Facilitate multi-jurisdictional and interagency coordination in emergency situations, particularly between local government, the Operational Area (the geographic boundary of Napa County), and appropriate state and federal agencies and entities.
- Set forth lines of authority and organizational relationships and shows how actions will be coordinated.
- Interface with applicable local, state, and federal plans.
- Describe Napa County's approach to the emergency management phases of prevention, preparedness, response, recovery, and mitigation.
- Identify the components of Napa County's Emergency Management Organization and describes the processes that will be activated to effectively prepare for, respond to, and recover from major emergencies and disasters.
- Establish the operational concepts associated with the coordination of resources and support to field responders in an emergency; the proclamation process; the management of the Emergency Operations Center (EOC) activities; systems used to coordinate the request for and integration of resources during an emergency; and the processes toward short-term and long-term recovery.
- Establish the organizational framework for implementation of the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) within Napa County.
- This EOP takes an all hazards-based approach to planning while identifying functions that a jurisdiction must perform during emergencies. This approach defines functions to be performed and some combination of government agencies and departments responsible for its performance as a course of action.

- As such, the plan is supported by hazard-specific and functional annexes. These annexes describe the operational actions, roles, and responsibilities of departments, agencies, and supporting organizations of a particular function.

1.2 Scope

This EOP applies to any extraordinary emergency associated with any hazard, natural or human-caused, which may affect any area within Napa County's geographic boundaries and result in situations that require planned, coordinated responses by multiple agencies or jurisdictions. Municipal jurisdictions within Napa County are listed below:

- City of American Canyon
- City of Napa
- City of Calistoga
- City of St. Helena
- Town of Yountville

This EOP establishes an emergency organization and defines responsibilities for all agencies and individuals, public and private, having roles in emergency preparedness, response, recovery and/or mitigation in the County. This EOP is designed to be compliant with SEMS and NIMS and will be used in coordination with the State Emergency Plan and National Response Framework. More information on how the scope of the plan aligns within the SEMS response levels can be found in the Concept of Operations section.

1.3 Planning Assumptions

Certain assumptions were established during the development of this plan. These assumptions translate into basic principles associated with conducting emergency management operations in preparation for, response to, and recovery from major emergencies.

- The Napa County EOC will be activated when an event is significant enough to require countywide coordination and resource management to support response activities.

- Emergencies or disasters may occur at any time, day or night, in populated as well as remote areas of Napa County.

- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. For this reason, it is essential that SEMS/NIMS standards for incident command and, in many cases, unified command, be implemented immediately by responding agencies, and expanded as the situation dictates.

- Napa County is primarily responsible for emergency actions in the County's unincorporated area and will commit all available resources to save lives, minimize

injury to persons, minimize property damage, protect the environment, and support local economies.

- Local municipal government is responsible for emergency actions in its incorporated area. Napa County will provide support as needed and requested by cities in the operational area or as designated in agreements with the incorporated area.

- Large-scale emergencies and disasters may overburden local resources and necessitate mutual aid from neighboring jurisdictions.

- Large-scale emergencies and disasters and the complex organizational structure required to respond to them pose significant challenges in terms of warning and notification, logistics, and agency coordination.

- Major emergencies and disasters may generate widespread media and public interest. The media is an ally in large-scale emergencies and disasters; they can provide considerable assistance in emergency public information and warning.

- Large-scale emergencies and disasters may pose serious long-term threats to public health, property, the environment, and the local economy. While responding to significant disasters and emergencies, all strategic decisions must consider each of these threats.

- Disasters and emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions. Mutual aid and other forms of emergency assistance will be provided when impacted jurisdictions deplete or anticipate depleting their resources.

- Response and recovery activities will be managed by incident objectives.

- **A whole community approach to emergency management and response must be implemented before, during, and after a disaster**. This includes engagement of private businesses, NGOs, including faith-based and AFN coalitions, and the general public, with active participation of local, tribal, territorial, state, and federal governmental partners to ensure needs are met with all facets of the population.

- Integrated planning is critical to ensure the needs of underserved populations are considered in aligning resources or assets.

- Individuals with disabilities and access and functional needs (DAFN) may require resources or assets such as durable medical equipment or assistive technology and accessible transportation that are limited in number and difficult to procure

without integrated planning. Every reasonable effort should be made by emergency managers and shelter providers to ensure these efforts.

- The DAFN population will need additional assistance and support for alert and warning, transportation and evacuation, and care and sheltering. For example:
    - An exception for service/companion animals in an emergency shelter where there is a no-pets policy.
    - The provision of way-finding assistance to someone who is blind to orient to new surroundings.
    - The transferring and provision of toileting assistance to individuals with a mobility disability.
    - The provision of an interpreter to someone who is deaf and seeks to fill out paperwork for public benefits.
    - Provisions for interpreters and translators, as well as signage, to support and ensure effective communication with individuals with limited English proficiency.

1.4

1.5

1.6 Whole Community Approach

The vulnerability of people and groups within Napa County varies in physical location as well as different economic, social, geographic, demographic, cultural, and institutional backgrounds. Following the State of California's Draft State Emergency Plan, Napa County integrates a whole community concept into its' all-hazards preparedness and response planning[6] for the following individuals with DAFN:

- who have developmental, intellectual, or physical disabilities;
- with chronic conditions or injuries;
- with limited English proficiency;
- who are older adults, children, or pregnant;
- living in institutionalized settings;

[6] *Note: All-hazards preparedness and response planning includes at-risk individuals (often used interchangeably with vulnerable populations and are defined federally as "children, pregnant women, senior citizens, and other individuals who have access or functional needs in the event of a public health emergency" - 42 U.S.C. § 2802(b)(4)(B) (2019)).*

- who are low-income and/or transportation disadvantaged; and
- experiencing housing cost burdens or homelessness.

The *whole community concept*[7] is a process by which residents, emergency management representatives, organizational and community leaders, and government officials can understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their resources, capacities, and interests. Engaging in whole-community emergency management planning builds a more effective path to societal security and resilience.

In keeping with the whole community approach, Napa County has identified, considered, and addressed whole community needs before, during, and after a disaster. Napa County's emergency management preparedness and planning activities operate with the guidance and active involvement of representatives from a wide array of County departments/agencies, City departments, special districts, law enforcement (including the Community Emergency Response Team – CERT), fire services, emergency management, public health, and non-governmental organizations such as CVNL, NCART, Napa Valley COAD, access and functional needs communities, tribal communities, business and industry, and various other public and private stakeholders. Each of these stakeholders provides data in alignment with the planning process through one-on-one interviews, participation in planning meetings, formal reviews, and approval and implementation processes.

The effectiveness of emergency response is also largely predicated on the preparedness and resiliency of the collective community. In Napa County, COAD provides a link as a coordinating entity between the non-profit sector and local government in all phases of a disaster. In the event of an EOC activation, COAD may send a representative to expedite communication and coordination of the delivery of services to support the emergency response effort. Further, Napa County's COAD provides a critical role in supporting services for those in the DAFN community, organizations that organize volunteer activities, and in-kind donations management.

DISCLAIMER: There is no guarantee that public agencies will be able to respond to all needs for everyone. Effective action during a disaster implies the preparedness efforts on the part of every individual to the best of their ability, their caretaker, and/or their responsible facility.

1.7 Situation Overview

Napa County is located just to the north of the San Francisco Bay. It is also located in the Governor's Office of Emergency Services Coastal Region and Mutual Aid Region II. Napa County extends from the Napa River Delta on the south and west to the Mayacamas

[7] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

mountain range. It contains extensive agricultural lands in its valley, hillsides, and south county areas. Napa County is adjacent to Sonoma, Lake, Yolo, and Solano counties.

Further, Napa County plays a large part in building Northern California as a center for agriculture, tourism, and light industry. Napa County consists of approximately 788 square miles of land and water and a population of 138,019 (Census, 2020).

Napa County faces a broad host of hazards and threats that could warrant a countywide emergency response with little or no notice. These include but are not limited to agriculture threats, dam failure, power outages, drought, earthquakes, floods, landslides, levee failures, pandemics, severe weather, terrorism, tsunami, slope failure, soil liquefaction, and wildfires.

From 2018 through September 2022, Napa County has experienced 24 or more declared disasters. - California State Hazard Mitigation Plan, 2023.

1.5.1 Capability Assessment

Napa County has the capability to respond to a wide range of hazards, incidents and disasters with the ability to commit all available resources to save lives, minimize injury to persons, minimize property damage, protect the environment, and support local economies. Napa County will provide support as needed and requested by cities in the operational area or as designated in agreements with the incorporated area.

1.5.2 Mitigation Overview

As a participant in the multi-jurisdictional planning process, Napa County worked with the City of Napa, the City of Calistoga, the City of St. Helena, Town of Yountville, City of American Canyon, the American Canyon Fire Protection District, Napa County Office of Education, Napa Valley College, the American Red Cross, and the County Office of Emergency Services to develop and review the comprehensive list of mitigation strategies developed under Napa County's Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) in 2021. The mitigation strategy was also reviewed by the City of Napa.

The decision to implement hazard mitigation activities was made based on various criteria, not simply on an economic cost-benefit analysis. The criteria included technical and administrative feasibility, politically acceptable, socially appropriate, legal, economically sound, and not harmful to the environment or our heritage. Existing programs, responsible offices, and other pertinent information were also provided in MJHMP. Additionally, Napa County's recent Safety Element, updated in August 2023 (under the General Plan), aligns with the hazards addressed in the MJHMP.

Vulnerable populations such as the elderly, low-income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents of areas isolated from major roads have the potential to suffer to a greater extent during hazardous

events. Napa County is committed to planning and preparing for the following risks and hazards. The County is not trying to create a disaster-proof region but a disaster-resistant one.

1.5.3 Hazard Analysis

Since 2018, California has experienced 37 State Emergency Declarations and 72 federally declared disasters. As the climate continues to change, science indicates that the scale, pace, and intensity of disasters will continue to increase, resulting in increased human suffering, loss of infrastructure, damage to the environment, longer disaster recoveries, and escalating disaster costs. The seven largest wildfires in California history have occurred since the 2018 SHMP update. Half of the most destructive wildfires, by number of structures destroyed, have also occurred since the 2018 update - California State Hazard Mitigation Plan, 2023.

The 2021 MJHMP includes a detailed risk assessment and hazard analysis measuring the potential impact on life, property, and the economy from ten identified natural hazards (Figure 3). The MJHMP Planning Committee's hazard prioritization process combined historical data, local knowledge, and consensus opinions to produce the below risk assessment matrix that illustrates whether each profiled hazard is an extreme, high, or medium priority. The criteria below have been further used to evaluate hazards and identify the highest-risk hazards in Napa County. The 2021 MJHMP does not include a detailed analysis of human-caused threats.

For the purpose of this EOP, the planning team considered a broader set of hazards threatening Napa County. This hazard analysis section includes additional hazard profiles, where ***sixteen different natural and human-caused hazards*** were identified, including:

- *Agricultural Threats**
- *Climate Change**
- *Dam Failure**
- De-energization
- *Drought**
- *Earthquake**
- *Flood**
- Landslide
- Levee Failure
- *Pandemic Disease**
- *Severe Weather/Winter Storm**
- Terrorism and technological hazards
- Tsunami
- *Slope Failure**
- Soil Liquification
- *Wildfire**

**The ten natural hazards identified in the 2021 MJHMP.*

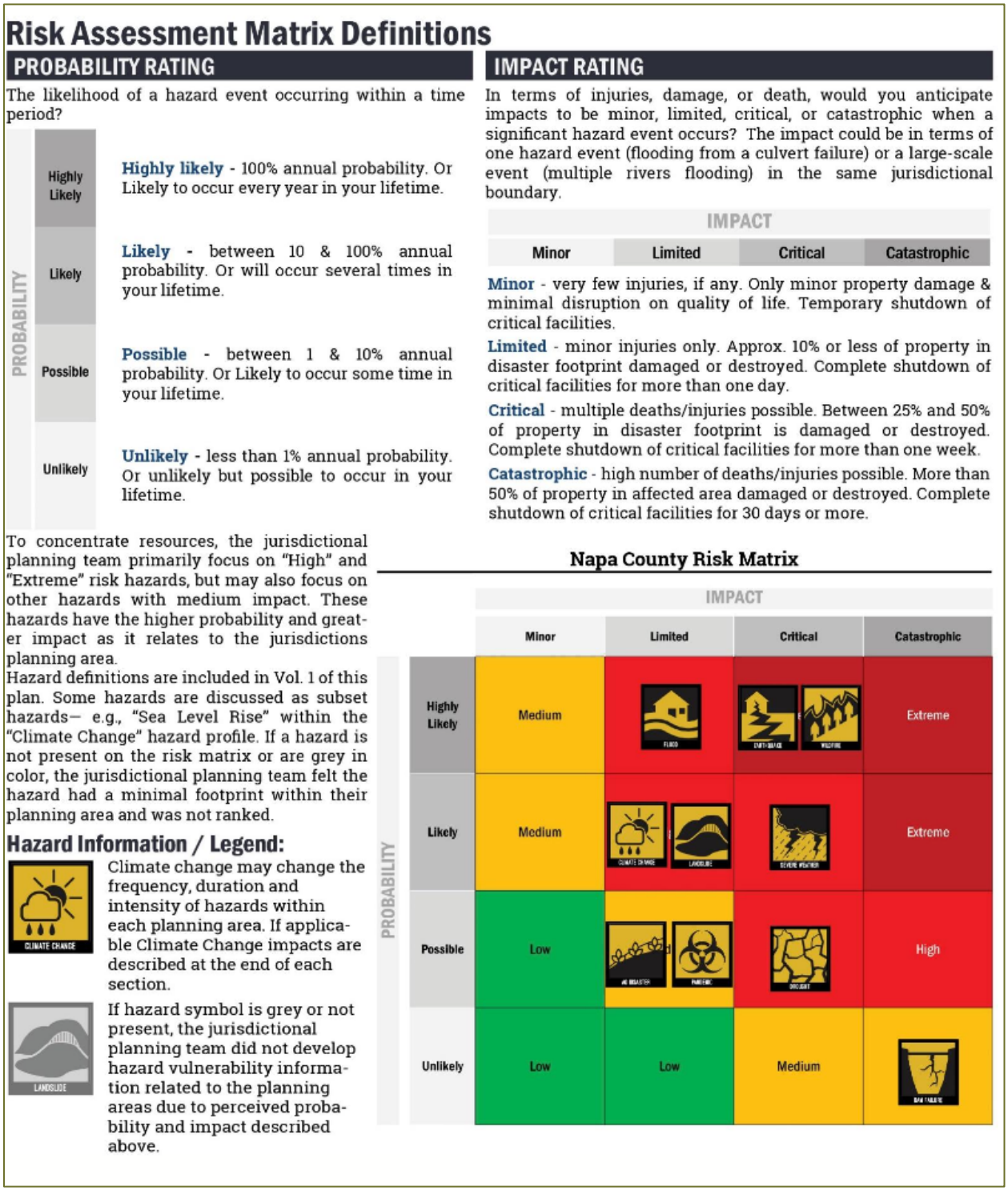


Figure 3: Identified Ten Hazards and Risk Assessment for Napa County[8]

[8] https://mitigatehazards.com/napa-county-mjhmp/documents/

Agricultural Threats
Napa County land is predominately agricultural, famous for its grape vineyards and wine production. Farmlands across Napa County are sensitive to natural and human-induced events, including climate change, which pose threats to the quantity, quality, and production timing of agricultural goods. “Agricultural disaster” specifically refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts on agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated waterbodies, land use changes, flooding, pandemics, pests, and wildfires. As climate change exacerbates environmental conditions, the severity and frequency of these threats will increase both on agricultural lands and in human populations. - Napa County’s Safety Element, General Plan, August 2023

Napa County’s Agricultural Commissioner's Office manages programs that oversee food production and sales, pests and diseases, pesticide safety, etc.

Climate Change
Climate change refers to any distinct change in measures of climate lasting for a long period of time, more specifically, major changes in temperature, rainfall, snow, or wind patterns. Climate change may be limited to a specific region or may occur across the whole Earth.

Due to its geographic location and environmental conditions, Napa County is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires. In general, populations in unincorporated Napa County experiencing vulnerable conditions are the most at risk from climate change. Among the factors that influence a population’s vulnerability to climate change are income, race, linguistic isolation, access to health care, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, much of which consists of low-income agricultural workers and non–English speakers. These workers’ low incomes and linguistic isolation place them at higher risk of experiencing climate change impacts and experiencing long-term effects of hazards. - Napa County’s Safety Element, General Plan, August 2023

Dam Failure
According to the California Department of Water Resources Division of Dam Safety, there are *57 dams across Napa County*. Dams in Napa County are owned by a mixture of public utility districts, public agencies, water agencies, and private entities. The primary danger associated with dam failure is high-velocity flooding downstream of the dams and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir perimeter, bank erosion on the rivers, and destruction of downstream habitat.

Areas of the county most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure. Per the MJHMP, the chances of a dam failure in Napa County are low, but the consequences if dam failure were to occur are quite severe. - Napa County's Safety Element, General Plan, August 2023

It is important to note that most dam failures are secondary results of other disasters, such as earthquakes, landslides, extreme storms, massive snowmelt, equipment malfunction, structural damage, foundation failures, and sabotage. Poor construction, lack of maintenance and repair, and deficient operational procedures are preventable or correctable by a program of regular inspections. Terrorism and vandalism are serious concerns that all operators of public facilities must plan for; these threats are under continuous review by public safety agencies.

De-energization (Power Shutoff)
In California, there has been an increase in red flag warning conditions occurring more frequently in recent years. Napa County has experienced one of the top twenty largest wildfires in the history of the state (LNU Lightning Complex in August 2020), and the risk for wildfires continues to increase in the greater Napa County area.

The risk of wildfire increases when several factors combine—these include high temperatures, high sustained and peak winds, as well as critically low humidity, and the built environment located in areas at high risk for wildfire interface. During these conditions, electrical transmission and distribution lines may ignite fires if they are downed by winds and/or trees. To reduce the chance of accidental fire ignition in certain areas, Pacific Gas & Electric (PG&E) has implemented two overarching systems:

The Public Safety Power Shutoffs (PSPS) and the Enhanced Powerline Safety Settings (EPSS), across its service areas in California, to conduct de-energizing electrical grids or blocks of an area(s) in advance of or during periods of heightened risk conditions.

De-energization of electrical systems in affected areas significantly decreases the risk of a potential wildfire; however, it may pose a life-safety risk to residents and impact other infrastructure systems, specifically those reliant on power-dependent durable medical equipment. De-energization may also impact the capabilities of local agencies to respond to wildfires due to loss of alert & warning and public information communications systems, including internet and cellular towers' inability to monitor or maintain water supplies, and a loss of traffic control systems that could support evacuation.

Drought
In recent years, California's water resources have been stressed by periodic drought cycles and, in some places, overuse, creating the need for unprecedented restrictions in water diversions from the Sacramento-San Joaquin Delta. 2021 was the driest on record in California since 1977. Climate change is expected to increase drought and extreme weather. - Drought Contingency Plan, State Water Project and Central Valley Project, 2021

While the duration of drought is always in question, it is certain that Napa County will continue to be impacted by drought. In Napa County, drought conditions have the potential to require water restrictions, reduce water quality, restrict recreational opportunities, worsen air quality, and create health and economic impacts. Water restrictions would affect Napa County's agricultural and farm industry as water demands will not be met. - Napa County's Safety Element, General Plan, August 2023

Earthquake
Earthquakes are identified as a priority hazard in Napa County, as five faults could affect the County. In addition, depending on the severity of the earthquake event, there could be collateral emergencies such as fires, hazardous materials spills, utility disruptions, landslides, transportation emergencies, and potential failure of dams within Napa County. All people, property, and environments in Napa County would be exposed to direct and indirect impacts from earthquakes. Approximately 100 percent of the population is either in Very Strong, Severe, or Violent probabilistic shake intensity zones. - Napa County's Safety Element, General Plan, August 2023

The most recent and largest earthquake to hit the San Francisco Bay Area in over twenty years was in 2014, with the epicenter located in South Napa County. The magnitude 6.0 earthquake occurred on the West Napa fault and caused extensive damage through both ground shaking and surface cracking (*rupture*).

Flood
Flooding has been identified as a priority hazard for Napa County as well. In terms of recent disasters and the probability of future destruction at increasing magnitudes, floods represent one of California's most destructive sources of hazard, vulnerability, and risk. - California State Hazard Mitigation Plan, 2023

In Napa County, a flood occurs when the existing channel of a stream, river, canyon, or other watercourse cannot contain excess runoff from rainfall or snowmelt, resulting in overflow onto adjacent lands. Flooding may also occur due to high tides and wind.

Flood reduction, prevention, and mitigation are a major challenge to Napa County residents and floodplain managers alike. Napa County is almost entirely contained within the Napa River Watershed. Many areas of Napa County are at risk of flooding, especially

low-lying properties near the Napa River and its feeder streams, as this section explores in further depth.

Landslide
During the 2023 winter storms, Napa County experienced a series of atmospheric river storms and had a significant amount of flooding and landslides.

Landslides are usually the result of rain-saturated soils. Landslides generated by storms may illustrate hazards to life and property posed by debris flows and landslides. Additionally, landslides are potential secondary hazards from dam failure, geologic and seismic hazards, slope failure, and/or a tsunami.

Since the 2023 winter storms, Napa County has made substantial investments in road infrastructure to enhance the local road network and address the aftermath of the storms by repairing 10 major landslides.

Levee Failure
As stated, Napa County is expected to experience worsening impacts from air pollution, extreme weather, flooding, rising sea levels, and wildfires. This will likely worsen natural hazards, including levee failure.

Napa County's levee infrastructure is likely to suffer considerable damage in the event of a catastrophic earthquake because levee systems may be exposed to varying degrees of breakage and failure. Dam and levee maintenance is considered by Napa County to be the responsibility of the owner/operator of each dam and/or levee. - Napa County's Safety Element, General Plan, August 2023

All private dam Emergency Action Plans must be submitted to Napa County's OES for review and record keeping. According to the MJHMP, levee system infrastructures are difficult to analyze properly without further investigating individual system components.

Pandemic Disease
The U.S. Center for Disease Control defines an outbreak as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An **epidemic** is a localized outbreak that spreads rapidly and affects many people or animals in a community. A **pandemic is an epidemic** that occurs worldwide or over a very large geographical area and affects a large number of people or animals.

A **novel virus pandemic** is a worldwide outbreak of disease that occurs when a new virus appears or "emerges" in the human population, causes serious illness, and spreads easily from person to person worldwide. Pandemic outbreaks are caused by entirely new subtypes to which the population has no immunity and claims millions of lives, disrupts societies, and devastates economies.

Coronavirus Covid-19 Pandemic (2020-2023)

In March 2020, the World Health Organization (WHO) declared COVID-19 a global novel pandemic. Mass vaccination in the United States began in December 2020, and in Napa County, mass vaccination clinics were established and running within the first couple weeks of January 2021. By May 5th, 2023, more than three years since COVID-19 was designated as a pandemic, the WHO declared an end to the global Public Health Emergency (PHE) for COVID-19. The US Department of Health and Human Services (HHS) declared the same from for the United States, effective on May 11th, 2023. While COVID-19 remains a public health threat, COVID-19 vaccines and treatments have saved millions of lives and reduced hospitalizations. Napa County continues to provide COVID-19 the following updates to the community.

The following are the most common types of pandemic diseases for the purposes of Napa County's emergency planning assumptions:

Pandemic Influenza— Pandemic Influenza is defined as an outbreak of a new influenza virus in the human population. It can cause serious illness and spread easily from person to person by either close contact or airborne transmission. Anyone can get sick, but high-risk populations such as the elderly, those with certain chronic medical conditions, and very young children, have higher risk of severe complications.

Coronaviruses— A large family of emerging infectious viruses that can cause mild to severe upper-respiratory tract illnesses. Three previous coronavirus outbreaks include Middle East Respiratory Syndrome (MERS), Severe Acute Respiratory Syndrome (SARS), and most recently SARS-CoV-2 aka COVID-19. Coronaviruses are commonly spread airborne from person-to-person.

Viral Vector-borne Diseases— Vector-borne diseases are human illnesses caused by close contact or bites from animals carrying a particular disease, such as mosquitoes, ticks, and rodents. Public Health concerns for vector-borne diseases include Zika virus, Dengue fever virus, and West Nile virus.

Polio— Polio is a disabling life-threating disease that can cause severe symptoms including meningitis and/or infection of the spinal cord causing paralysis. Poliovirus is highly contagious and spread from person-to-person with close contact with feces of an infected person. There is no specific treatment, but prevention includes a vaccine typically administered to children.

Poxviruses— Poxviruses cause diseases in humans and many other types of animals. Infectious typically result in formation of lesions, skin nodules, or disseminated rash. Public Health Emergencies of International Concern (PHEIC) include Smallpox and Monkeypox. Smallpox is a serious infection easily spread from person-to-person through droplets; there have been no cases in the last 10 years, but there is an approved vaccine available. Because Smallpox has been essentially eradicated since the establishment of

the vaccine, introduction into the community would likely be as a result of bio-terrorism. Monkeypox virus can be spread person-to-person through close personal contact and also has an approved vaccine available.

Viral Hemorrhagic Fever— Viral hemorrhagic fevers (VHFs) are a group of diseases that affect multiple organ systems in the body and symptoms may include fever, bleeding, or hemorrhaging. VHFs include Ebola, Crimean-Congo hemorrhagic fever, Lassa fever, and Marburg virus. These viruses are highly contagious and commonly spread through direct contact with bodily fluids of an infected person and treatments are limited with some drug and vaccine treatments available for particular VHFs.

Fungal Diseases— Fungal diseases can affect anyone and commonly appear like a rash on the skin and other fungal diseases can infect the lungs and bloodstream. Fungal conditions of concern in California include *Candida auris*, an infection of the mouth, throat, and esophagus caused by yeast and Valley fever caused by a fungus known to live in the soil. Most people who breathe in spores causing Valley fever do not get sick, but certain high-risk populations can develop severe infections typically treated with an antifungal.

Severe Weather/Winter Storm

Napa County experiences impacts from severe weather conditions such as thunderstorms, powerful heavy rains, hail, and heat waves. All people, property, and environments in the Napa County planning area are exposed to some degree to the impacts of severe weather events. - Napa County's Safety Element, General Plan, August 2023

Winter Storms (2022 and 2023)

During the month of December 2022, a series of winter storms produced significant amounts of rainfall throughout the Bay Area. The accumulating rainfall throughout the month created a buildup of wet weather-related issues such as flooding and along numerous streams, rivers, and low-lying areas, as well as landslides in many areas. On December 31, 2022, a large atmospheric river event occurred, where rainfall amounts were record-breaking. In 2023 Napa County experienced a series of atmospheric river storms and had a significant amount of flooding and landslides, including a rare weather event with historic levels of snow.

The most common problems associated with severe storms are immobility and loss of utilities. Thunderstorms are not highlighted as a severe weather hazard on their own, but it is important to note they are often the primary impact of the potential spread of wildfire.

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. It includes thunderstorms, downbursts, tornadoes, waterspouts, snowstorms, extreme temperatures, and dust storms.

Soil Liquefaction
Napa County has various zones susceptible to liquefaction. Liquefaction occurs when land comprised of loose sand and silt shakes and behaves like a viscous liquid.

Although most commonly caused by strong earthquakes, soil liquefaction can also result from construction practices such as blasting. When liquefaction occurs, buildings may sink into the ground or become surrounded by liquefied soil. Liquefaction hazard reduction practices include ground stabilization to drain soil and increase soil density and strengthening of building foundations. - Napa County's Safety Element, General Plan, August 2023

Terrorism and Technological Hazards
Cyberattacks and terrorism remain a serious threat to California's government operations, its people, and its critical infrastructure. To combat these threats, California has risen to the challenge as a national and global leader in its approach to cyber and extremist threats through the creation of the California State Threat Assessment System (STAS) in 2004, followed by the establishment of the California Cybersecurity Integration Center (Cal CSIC) in 2015.

Napa County hosts several high-profile public and private facilities, which could be the target of terrorist individuals or groups. Attacks against these or critical infrastructure facilities with a high number of soft targets (people) – such as a Fairground or winery event, etc. – have the potential to cause mass casualties. In addition, these types of attacks may cause hazardous materials clean-up problems and/or the damage or destruction of critical utility, communications, and technology (cybersecurity), and transportation systems.

Napa County will prepare for and respond to emergencies related to terrorism and civil unrest in the same way as a natural and man-made disaster.

Tsunami
Although the Napa County boundary resides inland from the coast, tsunami waves can travel much farther inland than normal waves. Tsunami waves from the Pacific Ocean can reach the county in areas that border parts of the San Pablo Bay. The tsunami hazard zones in Napa County are adjacent to the San Pablo Bay in the southern part of the county surrounding the Napa-Sonoma Marshes Wildlife Area. - Napa County's Safety Element, General Plan, August 2023

Napa County inundation zones are specifically located in the Southern part of the County.

Slope Failure
In Napa County, landslides and slope failure hazards pose a considerable threat to everyday services, including emergency response capabilities and transportation facilities. There is low, moderate, and high landslide susceptibility and vulnerable facilities in the county's unincorporated areas. Most of the high-susceptibility areas are in the hilly

regions bordering the Napa Valley. Landslides are most frequently triggered during periods of high rainfall, which typically occur between November and April in Napa County.

Seismic waves from earthquakes can also cause slope failure, triggering landslides. Landslides caused by earthquakes are usually located on steeper and longer slopes than those triggered by heavy rainfall (American Geosciences Institute, 2023). Hazards are greatest in steeply sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. - Napa County's Safety Element, General Plan, August 2023

Wildfire

Napa County has experienced among the top 20 most destructive wildfires in California since 2020. Most past wildfire events in Napa County occurred during the summer months (typically June through August). As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will remain a significant threat to the Napa County community. Climate change is projected to increase this current risk. - Napa County's Safety Element, General Plan, August 2023

Historically, wildland fire risk in Napa County can be attributed to four factors: extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in wildland urban interface (WUI) areas. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for Napa County residents. Ignition sources, or fuels, in the county include grass/oak woodland, 15- to 50-year-old chaparral, redwood forests, and timber more than 50 years old. Critical concerns arise when the dead-to-live ratio of chaparral exceeds 50 percent, and live fuel moisture approaches 60 percent in late summer and early fall (CAL FIRE, 2020).

In California, federal, state, local, and tribal organizations all have legal and financial responsibility for wildfire protection. The County currently maintains agreements with all the fire agencies in Napa, Solano, and Sonoma counties, as well as the City of Napa, American Canyon Fire Protection District, City of St. Helena Fire Department, Calistoga Fire Department, Schell-Vista Fire Protection District, and Fairfield Fire Protection District for assistance for all emergency incidents. - Napa County's Safety Element, General Plan, August 2023

1.8 Public Terms

The following terms: **incidents**, **disasters**, and **catastrophes,** are often used somewhat interchangeably and, in some cases, are used to both define a situation and to describe a level of response to a situation.

1.6.1 Incident

An incident is an occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incidents may result in extreme peril to the safety of persons and property and may lead to or create conditions of disaster. Incidents may also be rapidly mitigated without loss or damage. Larger incidents, while not yet meeting disaster level definition, may call for local governments to proclaim a "Local Emergency."

Incidents call for a field on-scene response of an Incident Commander and tactical and support resources organized within an Incident Command System structure. Examples of incidents could be wide-ranging:

- Protest demonstration
- Broken gas line
- Hostage situation
- Multi-casualty accident
- Downed utility lines
- Structure fire

1.6.2 Disaster

A disaster is a calamitous emergency event bringing great damage, destruction, or loss of life. Disasters may occur with little or no advance warning, e.g., an earthquake or a flash flood, or they may develop from one or more incidents, e.g., a minor brush fire caused by a traffic accident that results in a major wildland fire.

> *"The word disaster literally means the loss of a star, or the loss of your guiding light. Whether the disaster is large or small, intimate, or collective, you don't see it coming. It is, by definition, a shock, a surprise. A disaster knocks you off your axis, jolts you out of your normal orbit (Clark, 2005)."*[9]

1.6.3 Catastrophe

A catastrophe references a specific type of disaster – one that is extremely large and is '*outside the coping ability of a community.'* The same hazard (a fire) could be an incident, disaster, or catastrophe, depending upon the scale of impact. For example, the outcome

[9] https://www.jstor.org/stable/3451212?seq=1#page_scan_tab_contents

of the fire may require evacuating a house vs. a wildfire that demolishes several communities, requiring mass evacuation and reconstruction.[10]

[10] https://disasterphilanthropy.org/blog/disasters-versus-catastrophes-the-difference-matters/

Example characteristics of incidents, disasters, and catastrophes are listed in Table 1 below:

CHARACTERISTICS OF INCIDENTS, DISASTERS AND CATASTROPHES		
Incident	**Disaster**	**Catastrophe**
▪ Usually a single event – may be small or large. ▪ Has a defined geographical area. ▪ Will use local resources and mutual aid may be applied. ▪ Usually only one or a few agencies involved. ▪ Ordinary threat to life and/or property – limited population and geographic area. ▪ Usually, a local emergency will not be declared and jurisdictional EOC will not be activated for a single or multiple small incidents. ▪ Usually, a short duration measured in hours or a few days. ▪ Primary command decisions are made at the scene Incident Command Post(s). ▪ Strategy, tactics, and resource assignments are determined on scene.	▪ Single or multiple events (can have many separate, associated incidents) ▪ Resource demand is beyond local capabilities and extensive mutual aid and support needed. ▪ Many agencies and jurisdictions involved (multiple layers of government). ▪ Extraordinary threat to life and/or property. ▪ Generally, a widespread population and geographic area are affected. ▪ Will last over a substantial period of time (days to weeks) and local government will proclaim a Local Emergency. ▪ Emergency Operations Centers are activated to provide centralized overall coordination of jurisdiction assets, department and incident support functions, and initial recovery operations.	▪ Most or all the community-built structures are heavily impacted. ▪ In catastrophes, the facilities and operational bases of most emergency organizations are themselves usually hit. ▪ Local officials are unable to undertake their usual work role, and this often extends into the recovery period. ▪ Help from nearby communities cannot be provided. In many catastrophes, not only are all or most of the residents in a particular community affected, but often those in nearby localities are also impacted. ▪ Most, if not all, of the everyday community functions are sharply and concurrently interrupted. ▪ The mass media system especially in recent times socially constructs catastrophes even more than they do disasters. ▪ Catastrophes are highly politicized at a national level.

Table 1: Incidents, Disasters and Catastrophes

1.9 Emergency Proclamation Authorities

1.7.1 State of CA Authorities

The California Emergency Services Act describes three states of Emergency:

State of War Emergency
“State of war emergency” means the condition which exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent.

State of Emergency
"State of Emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

Local Emergency
"Local Emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

1.7.2 Napa County Proclamation Authorities

The authority to **proclaim a local emergency in Napa County** is vested in:

- the **Napa County Board of Supervisors**, or in its absence,
- the **County Executive Officer**[11],
- the **Sheriff**,
- the **Director of Emergency Services**,
- or the **Public Health Officer**.

A proclamation of a Local Emergency is invalid after seven days, unless ratified by the governing body (Board of Supervisors). In the event that the governing body ratifies the proclamation, and the proclamation extends beyond seven days, the governing body must review the need to continue the proclamation at least every fourteen days until the Local Emergency is terminated. In any case, the governing body must proclaim the termination of the Local Emergency as soon as conditions warrant.

When Napa County proclaims a Local Emergency, cities and political subdivisions within the operational area are covered under the County's proclamation. According to the California Emergency Services Act, a proclamation of Local Emergency provides the local governing body the authority to:

- Request and receive assistance from local agencies and assistance from the State under the California Disaster Assistance Act (CDAA).

- In the absence of a Presidentially proclaimed State of War Emergency or State of Emergency, recover from the State the cost of extraordinary services incurred in executing mutual aid agreements.

- Provide public employees, disaster service workers, and governing bodies certain legal immunities for emergency actions taken.

- Promulgate orders and regulations necessary to provide for protection of life and property.

- Promulgate orders and regulations imposing a curfew.

Additionally, the County defines in municipal code 2.80.060, the following:

- When there is a proclamation of a local emergency or the proclamation of a State of Emergency or State of War Emergency, the director of emergency services is empowered to:

[11] By County Code, the Napa County Executive Officer is the Director of Emergency Services, and the Executive Officer has the authority to designate a successor at any time.

- To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors.
- To obtain vital supplies, equipment and such other properties needed for the protection of life and property, and to obligate the city for the fair value thereof and, if required immediately, to commandeer for public use.
- To require emergency services of any county officer or employee and, in the event of the proclamation of a state of emergency in the county or the existence of a state of war emergency, to command the aid of as many citizens of this community as he or she deems necessary. Such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers.
- To requisition necessary personnel or materials of any county department or agency.

To execute all the ordinary powers as county executive officer, all of the special powers conferred upon them by this chapter or by resolution or emergency plan adopted by the board of supervisors, as well as all powers conferred by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.

It is also important to note that local emergency proclamations and/or Governor's Proclamations are not prerequisites for mutual aid assistance, Red Cross assistance, the federal Fire Management Assistance Grant Program, or disaster loan programs designated by the Small Business Administration, or the U.S. Department of Agriculture.

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2. EMERGENCY MANAGEMENT CONCEPTS

2.1 NATIONAL INCIDENT MANAGEMENT SYSTEM

The National Incident Management System (NIMS) was created by Homeland Security Presidential Directive (HSPD)-5, which directed the Secretary of Homeland Security to develop and administer a National Incident Management System as a consistent nationwide template to enable Federal, State, local and tribal governments, along with private-sector and nongovernmental organizations, to work together effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism.

NIMS is based on and is an outgrowth of California's SEMS concepts and ICS which are themselves the refinement of standardized best practices in incident and emergency management techniques and principles that have been in use for years. Therefore, SEMS and ICS are NIMS compliant, meaning these practices are incorporated into NIMS, and will be expanded on as NIMS implementation is refined over time.

2.2 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

California adopted the Standardized Emergency Management System (SEMS) to manage multi-agency and multi-jurisdictional responses to emergencies in the state. SEMS incorporates the principles of the ICS, the California Disaster and Civil Defense Master Mutual Aid Agreement, existing discipline-specific mutual aid agreements, the operational area concept, and multi-agency or interagency coordination and communication. SEMS utilizes five designated, organizational levels: field, local government, Operational Area (OA), region, and State, as illustrated in Figure 4. Under SEMS, response activities start and are managed at the lowest possible organizational level.

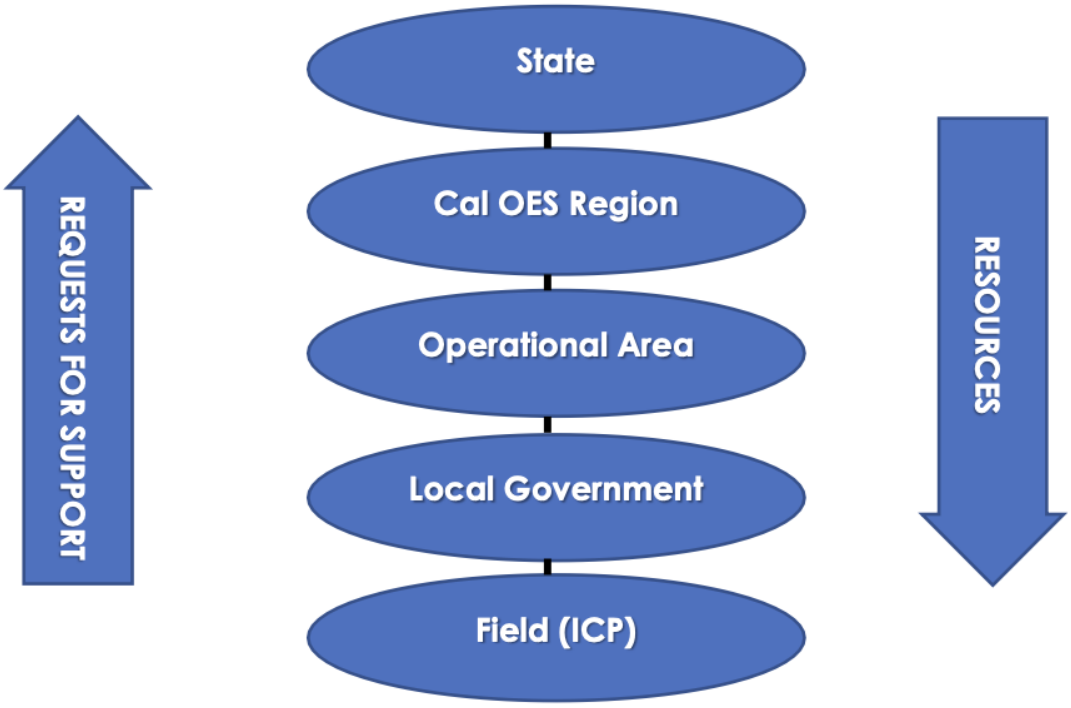


Figure 4: SEMS Organizational Levels

Cal OES manages State resources at the State level in response to the emergency needs of the other SEMS levels. Cal OES manages and coordinates mutual aid among the mutual aid regions and between the regional levels and State level and serves as the coordination and communication link with the Federal disaster response system. If OAs and the region require Federal assistance, requests are made from the local level through the appropriate SEMS channel to the State Operations Center, where the request will be made to the Federal Government.

2.2.1 SEMS Organization at the County Level

Field Level
The field level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.

Local Level
The local government level includes counties, cities, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS when their EOC is activated, or a local emergency is declared or proclaimed to be eligible for state reimbursement of response-related costs.

Operational Area (OA) Level
An OA is the intermediate level of the state's emergency management organization, which encompasses a county's boundaries and all political subdivisions located within that county, including special districts. The OA facilitates and/or coordinates information, resources, and decisions regarding priorities among local governments within the OA. The OA serves as the coordination and communication link between the local government level and regional level. State, federal, and tribal jurisdictions in the OA may have statutory authorities for response similar to that at the local level.

Region Level
The Cal OES Regional level coordinates information, resources, and state agency support among OAs within the mutual aid region and also between the OAs and the state level. The Region serves as the primary conduit of the Cal OES relationships with the OAs. There are three Cal OES Administrative Regions – Inland, Coastal, and Southern – which are further divided into six mutual aid regions. When an incident occurs or information is received, that may require Cal OES or other state support or expertise, Cal OES Regional staff will deploy to an OA's (or other) EOC or ICP to provide any necessary technical advice, support, or on-scene assistance.

State Level
The state level of SEMS prioritizes tasks and coordinates state resources in response to the requests from the Cal OES Regional level and coordinates mutual aid among the mutual aid regions and between the Cal OES Regional level and state level. The state level also serves as the coordination and communication link between the state and the federal emergency response system. The state level requests assistance from other state governments through EMAC and similar interstate compacts and agreements and coordinates with FEMA when federal assistance is requested. The state level operates from the State Operations Center (SOC), which receives policy direction from the Unified Coordination Group (UCG).

2.3 Incident Command System

The principles of ICS have been engrained in California's emergency management system since the 1970's. It was developed by an interagency group in Southern California called FIRESCOPE. FIRESCOPE stood for Firefighting Resources of Southern California Organized for Potential Emergencies, and they set out to develop two interrelated yet independent systems for managing wildland fires. Those two systems were the:

- Multiagency Coordination System (MACS)
- Incident Command System (ICS)

The impetus for the development of these systems was the disastrous and devastating 1970 fire season in Southern California. While the intent in 1974 was for ICS to be used

to manage all wildland fire field activities for the fire service, the design intent of the system almost immediately evolved into an all-risk, all-hazard system.[12]

2.4 California Mutual Aid System

Under the terms of California's Disaster and Civil Defense Master Mutual Aid Agreement, statewide emergency assistance is provided on a voluntary basis from one jurisdiction to another at no cost to the receiving jurisdiction. Mutual aid is intended to ensure that adequate resources, facilities, and other emergency support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

The California Mutual Aid System operates within the framework of the Master Mutual Aid Agreement and under the authority of the California Emergency Services Act. The system is a formal process designed to mobilize resources to and from emergency response agencies, local governments,

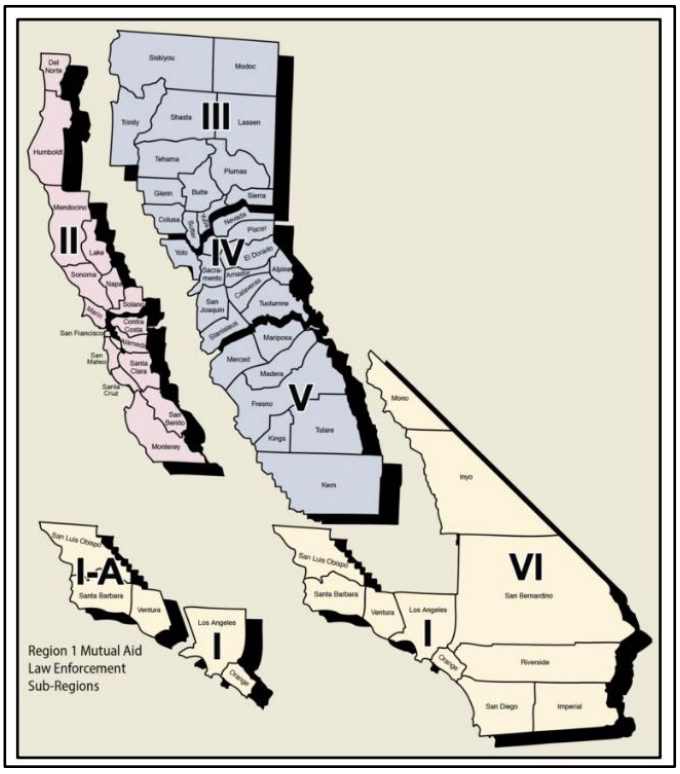


Figure 5: Cal OES State Emergency Plan Mutual Aid Regions[13]

OAs, regions, and the State with the intent to provide requesting agencies with sufficient resources. Cal OES provides administrative coordination and support through *six* designated, discipline-specific mutual aid regions, as shown (Figure 5), and three designated administrative regional offices. The regional offices are geographically divided across California and are designated as Coastal, Inland, and Southern.

Additionally, Napa County non-discipline specific (not fire/law/med health) mutual aid will involve non-governmental organizations (NGOs), special districts, and private sector organizations and will vary according to the resources that may be made available and the types of resources needed. Some organizations may use internally established mutual aid systems/arrangements in order to acquire needed resources. For example, the American Red Cross will utilize the American Red Cross Disaster Services Human Resources System (DSHR) when a disaster response requires greater resourcing than can be provided by the local chapter.

[12] https://firescope.Cal OES.ca.gov/SiteCollectionDocuments/ICS%20History%20and%20Progression.pdf
[13] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

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3. CONCEPT OF OPERATIONS

3.1 NAPA COUNTY EMERGENCY MANAGEMENT ORGANIZATION

Napa County's Office of Emergency Services (Napa OES) is held under the Napa County Sheriff's Office[14] and is responsible for facilitating and/or coordinating information, resources, and decisions regarding priorities among local governments within Napa County boundaries and its political subdivisions. Napa County OES also provides information to the community about emergency preparedness, response, and recovery; maintains and updates county emergency plans as needed; and trains the community for disasters.[15]

Napa OES serves as the coordination and communication link between the local government level and regional level. Napa OES coordinates with the various jurisdictions and organizations (within the County) to support field-level emergency response personnel, activate the EOC, and issue orders to protect the public.

Key functions of Napa County's OES are:

- Coordinate in-County efforts of emergency mitigation, preparedness, response, and recovery.
- Coordinate in-County mutual aid.
- Maintain liaison with all local, Regional, and Cal OES personnel.
- Designate multipurpose staging areas.
- When appropriate, request mutual aid from State OES.

3.2 NAPA COUNTY EMERGENCY OPERATIONS CENTER

The Napa County EOC is the central coordination point for multi-agency emergency management coordination. The purpose of a multi-agency coordination point is to provide a location to collect and disseminate information, provide a common operating picture of operational area response activities, and facilitate actions necessary to protect residents and property of Napa County during an event. Napa County has developed EOC Standard Operating Procedures and Position Checklists as appendices to this EOP, which includes more specific operational guidance to activate the EOC and position descriptions for EOC roles.

[14] Napa County's ability to carry out mitigation is limited to those facilities over which it has authority. The County does not have direct authority over schools, fire, water and sanitation districts, private gas, electric and communication utilities, state and federal highways and facilities, private hospitals, or neighboring cities and tribes. The County will focus on things it is empowered to do while seeking to cooperatively work with other entities to address mutual areas of vulnerability and interdependence. https://mitigatehazards.com/napa-county-mjhmp/documents/

[15] https://www.countyofnapa.org/353/Office-of-Emergency-Services

The EOC exchanges information with governmental and nongovernmental agencies in order to maintain a comprehensive situational awareness. The EOC provides space and facilities for the centralized coordination of emergency functions (e.g., emergency operations, communications, damage assessment, public information). It is staffed with specially trained personnel and is equipped with a variety of systems and tools that aid in data collection and sharing, resource allocation, and other critical functions.

Napa County's primary EOC location is at the Napa County Sheriff's Office:

Napa County Sheriff's Office
1535 Airport Boulevard
Napa, CA 94558

Main Phone Number: 707-253-4509

If Napa County's primary EOC location site is unusable, the **alternate EOC site location** will be located at:

Health and Human Services
2751 Napa Valley Corporate Drive - Building A
Napa Valley, CA 94558

3.2.1 EOC Primary Functions

The following are the primary roles and responsibilities of the EOC:

- Serve as a central information sharing center.
- Collect, gather, and analyze data.
- Maintain a countywide common operating picture of response activities.
- Prepare OA-wide situation reports.
- Coordinate/communicate Policy Group priorities.
- Implement incident and/or event management-by-objective.
  - Reconcile competing objectives.
  - Coordinate resource allocation priorities.
- Maintain communication with city/special district EOCs.
  - Ensure that departments are aware of current incident objectives and make collaborative decisions.
  - Maintain a common level of situational awareness throughout the operational area.
- Communicate and coordinate with the SOC.
- Serve as a coordination and communication center for all County stakeholders, including the private sector and NGOs, such as community hospitals, clinics, and ambulance providers.

Further details regarding Napa County's EOC and its' procedures can be found in the *EOC Standard Operating Procedures*.

3.2.2 EOC Activation Authorities

The Napa County EOC can be **activated or deactivated** by the following officials, or their designees:

- **County Executive Officer** (or their designee)
- **Director of Emergency Services** (or their designee)
- **Sheriff** (or their designee)
- **Fire Chief** (or their designee)
- **Public Health Officer** (or their designee)

When activating the EOC, the responsible official should consider the following as part of the process of activation:

- Determine the scope of the incident or event.
- Determine the appropriate level of activation.
- Notify/recall EOC staff for activation.
- Open the EOC and prepare the facility to host operations.

3.2.3 Notice Events

Napa County's EOC is prepared to activate at any level for planned "notice events" such as parades, demonstrations, fairs, festivals, sporting events, etc. This is an example of how the EOC may activate in anticipation of a potential incident and not in response to one. It is important to note that EOC's can be activated for both types of events (planned and scheduled) and incidents (unplanned and unscheduled).

3.2.4 EOC Activation Level Criteria and Triggers[16]

The following table provides EOC activation levels and corresponding triggers that would support the activation of Napa County's EOC.

EOC ACTIVATION LEVELS AND ACTIVATION CRITERIA		
ACTIVATION	**CRITERIA EXAMPLES**	**NAPA COUNTY EXAMPLES**
Duty Officer Level		
EOC on Standby for Activation Status	A jurisdiction may elect to operate a Duty Officer when its EOC is not activated. During steady state, a Duty Officer is designated as the primary point of contact for an emerging incident. The Duty Officer maintains situational awareness of the emerging incident, handles basic reporting and information sharing, and can start the EOC activation process if necessary.	▪ Severe Weather Advisory ▪ Pandemic or Public Health Threat ▪ Earthquake ▪ Flood Watch ▪ Activation requested by a local government with activated EOC ▪ Terrorism threat or incident ▪ Notice event
EOC Coordination Call (Enhanced Monitoring)		
EOC on Standby for Activation Status	Prior to activating the EOC, and placing the EOC on standby status for activation, Napa County's Duty Officer will initiate an EOC Coordination Call to determine the need for activating the EOC. EOC Coordination Call participants will be the: • OES Duty Officer/EOC Manager, • the Sheriff/Director of Emergency Services (or designee), • the EMS Administrator (or designee), • and the Fire Chief (or designee).	▪ Severe Weather Advisory ▪ Pandemic or Public Health Threat ▪ Earthquake ▪ Flood Watch ▪ Activation requested by a local government with activated EOC. ▪ Terrorism threat or incident

[16] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

EOC ACTIVATION LEVELS AND ACTIVATION CRITERIA		
ACTIVATION	**CRITERIA EXAMPLES**	**NAPA COUNTY EXAMPLES**
Level Three (Partial Activation)		
Minimum EOC Activation	Level Three is a minimum activation and may be virtual as well. This level may be used for situations that initially only require a few people (e.g., a short-term earthquake prediction, alert of storms or tsunamis, or monitoring of a low risk planned event). At a minimum, Level Three staffing consists of the EOC Director, Section Coordinators, and a situation assessment activity in the Planning Section. Other members of Napa County's organization could also be part of this level of activation and support roles such as the Communications Unit from the Logistics Section or a Public Information Officer.	▪ Severe Weather Advisory ▪ Pandemic or Public Health Threat ▪ Earthquake ▪ Flood Watch ▪ Activation requested by a local government with activated EOC ▪ Terrorism threat or incident ▪ Notice event
Level Two (Partial to Full Activation)		

Moderate EOC Activation	Level Two activation is normally achieved as an increase from Level Three or a decrease from Level One. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation of all organization elements, or less than full staffing. The EOC Director, in conjunction with the General Staff, will determine the required level of continued activation under Level Two, and demobilize functions or add additional staff to functions as necessary based upon event considerations. Representatives to the EOC from other agencies or jurisdictions may be required under Level Two to support functional area activations.	▪ Moderate Earthquake
		▪ Major wildfire affecting developed area
		▪ Major wind or rainstorm
		▪ Pandemic or Imminent Public Health Threat
		▪ Imminent Earthquake Alert
		▪ Local emergency declared or proclaimed by:
		  • Two or more cities/town
		  • The County and one or more cities/town
		▪ A city/town or the County requests a governor's proclamation of a state of emergency
		▪ A state of emergency is proclaimed by the governor for the County or two or more cities/town
		▪ Terrorism threat or incident
		▪ Notice event

EOC ACTIVATION LEVELS AND ACTIVATION CRITERIA		
ACTIVATION	**CRITERIA EXAMPLES**	**NAPA COUNTY EXAMPLES**
Level One (Full Activation)		
Full EOC Activation	Level One activation involves a complete and full activation of all organizational elements at full staffing. Level One would normally be the initial activation during any major emergency requiring extensive state level support.	▪ Major countywide or regional emergency, multiple departments with heavy resource involvement ▪ Major earthquake ▪ Terrorism threat or incident ▪ Notice event

Table 2: Napa EOC Activation Level and Criteria with Corresponding Napa County Examples

3.2.5 SEMS Functions at the EOC Level

SEMS requires that every emergency response organization involving multiple agencies or multiple jurisdictions include the five functions identified in Figure 6 below. These functions must be applied at each level of the SEMS organization (field, local government, OA, region, and State).

Napa County's EOC is organized following SEMS and the ICS structure, providing EOC staff with a standardized operational structure and common terminology based on the five major functional areas: Command/Management, Operations, Planning, Logistics, and Finance/Administration.

Napa County's EOC shall be activated in accordance with SEMS and organized using the five functions of the emergency management system[17]:

- Management
- Operations
- Planning
- Logistics
- Finance/Administration

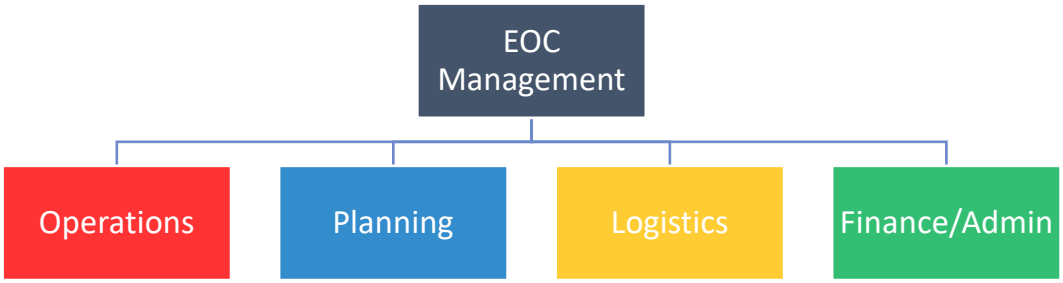


Figure 6: Napa County's EOC SEMS Structure

[17] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

The difference between Napa field and EOC levels are further illustrated in Table 3 below which provides a description of the levels in accordance with SEMS functions.

PRIMARY SEMS FUNCTION	FIELD RESPONSE LEVEL	EOC AT A COUNTY LEVEL
Policy Group	None	Convene to address, prepare, and execute policy issues such as public health orders, evacuation orders, curfews, etc. Act as liaison between the County and other elected officials.
Command/Management	Command is responsible for the directing, ordering, and/or controlling of resources.	Management is responsible for the facilitation of overall policy, coordinating, and supporting the incident.
Public Information	Command organizations such as Sheriff and Napa County Fire may establish a PIO role to interface with media at the incident command site.	Point of contact for the media and other government agencies desiring information about the incident. Coordinate with the Alert and Warning Officer, the Language Access Coordinator, and the Napa County JIC if activated.
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan.	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the EOC Action Plan.
Planning	The collection, evaluation, documentation, and use of intelligence related to the incident.	Collecting, evaluating, and disseminating accessible information and maintaining documentation relative to all jurisdiction activities.
Logistics	Providing facilities, services, personnel, equipment, and materials in support of the incident.	Providing facilities, services, personnel, equipment, and materials in support of all jurisdiction response activities as required or requested.
Finance/Admin	Financial and cost analysis and administrative aspects not handled by the other functions.	Responsible for coordinating and supporting administrative and fiscal consideration surrounding an emergency incident.

Table 3: Comparison of Field and EOC SEMS Functions

3.2.6 EOC Positions

Napa County's EOC positions are shown in the organizational chart Figure 7 below. The positions are subject to change based on event size and type, EOC activation level, and position needs.



Figure 7: Napa County's EOC Organizational Chart, 2024

Table 4 below provides corresponding Napa County staffing resources with EOC SEMS functions. The staffing resources listed are not limited and may include additional staffing resources from other departments and agencies from within Napa County's government organization. For the purpose of a long-term activation, Napa County may pull staffing resources from a volunteer pool of on-call personnel and/or various volunteer organizations such as the Medical Reserve Corps, and others.

EOC SEMS FUNCTION	NAPA COUNTY STAFFING RESOURCES
Policy Group	The Director of Emergency Services, Chair of the Board of Supervisors, County Executive Officer (or designee, if not functioning as the Director of Emergency Services), County Counsel, and, dependent on the disaster type or location, appropriate department heads, and/or jurisdictions, city and town managers.
Command / Management	Office of Emergency Services, Senior Command Staff, Department Level Directors
Public Information	Sheriff's Office, Office of Emergency Services, Planning, Building and Environmental Services
Operations	Key department managers and supervisors within public safety agencies, public works, and other entities that possess resources and personnel that can be utilized in the response. The configuration of Operations may vary in other types of organizations such as special districts and schools.
Planning/Intelligence	Community Development, Planning Departments, together with representatives from public safety, public health, planning departments, and information technology departments.
Logistics	Departments of General Services, Public Works and utilities are often used to staff Logistics. Other departments such as telecommunications may also assist with this function.
Finance/Administration	Finance, Budgets, Purchasing, Risk Management, and other similar departments are appropriate sources of staffing for this function.

Table 4: Corresponding Napa County Staffing Resources with EOC SEMS Functions

Further details regarding EOC positions, roles and responsibilities can be found in the EOC Position Checklist Appendix to this EOP.

4. ALERT, WARNING, AND NOTIFICATIONS

Alert and warnings are the process by which the public, businesses, and other local entities are provided information regarding a (potential) emergency, along with instructions for appropriate actions. A **notification** is the process of communicating the need to respond to an emergency to the appropriate emergency response services.

SEMS provides guidance for alerts, warnings, and notifications under the following nationally recognized terms shown in Table 5.

Type	Timeframe	Purpose	Examples
	At the beginning of and during incidents with ongoing immediate threats.	Gain the attention of the public and draw their attention to a risk or hazard.	Active shooter and other dangers, hazardous materials concerns, 911 outages, AMBER alerts.
	Before incidents.	Distribute guidance to prepare for an anticipated incident.	Weather watches/warnings, fire warnings evacuation orders.
	During and after immediate threats.	Instruct immediate protective actions and provide ongoing communications relevant to an event to reduce milling and encourage public action. Convey time-sensitive information on response- and recovery-related services.	Protective actions, evacuation routes, boil-water advisories, return-from-evacuation notices, area-accessibility updates.

Table 5: Essentials of Alerts, Warnings, and Notifications[18]

In California, local government is responsible for warning the populace of the jurisdiction of any potential or imminent threat and is conducted through local components of an Emergency Alert System (EAS) which generally consist of several sub-systems. Napa County's OES functions as the EAS system Administrator for the county. Activation of the EAS within the Napa County, for anything other than national emergencies and presidential messages, is initiated by Napa County's OES. The National Weather Service (NWS) EAS weather emergency alerts and warnings are broadcast by the NWS and are

[18] https://www.fema.gov/sites/default/files/documents/fema_ipaws-best-practices-guide.pdf

monitored by the Napa 911 Dispatch Center and CalFire/Napa County Fire Department's (NCFD) Emergency Communications Center (ECC).

Depending on the nature and location of the incident, Napa County may **receive an alert and/or warning** of emergencies from various sources. In most cases, **alerts are received by one of the two county 24-hour Communications Centers**:

- Napa's 911 Dispatch Center or
- the CalFire/NCFD ECC.

It is the policy of Napa County to immediately notify local jurisdictions and communities upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of residents and visitors occurring within the County. Unless issuing a notification will worsen or compromise efforts to contain the emergency.

Prior to issuing an alert and/or warning notification, Napa County's EOC Activation Authority, in coordination with members of the Policy Group, and/or other senior designated emergency management authorities, the Napa County Sheriff's Office will:

- Confirm the existence of a credible emergency event or dangerous situation.
- Determine appropriate segments within Napa County to notify.
- Determine message content and appropriate notification methods to employ.
- Initiate notifications systems.

Alert and warning systems are always in a ready state and in place in Napa County. It is important to note that disability and functional needs may require additional steps for alert and warning, evacuation and care, and shelter operations.

Alert and Warning for Vulnerable Populations
Napa County's OES and if activated, the EOC, will take the lead on DAFN alert and warning needs and will work in coordination with other DAFN supporting agencies, programs, and organizations such as Napa County's Health and Human Services Agency, COAD, CVNL, Area Agency on Aging, Superintendent of Schools, and other local community organizations and businesses. Many of these organizations have updated and current client lists with detailed information regarding DAFN-community needs, locations, and contact information, and this information will be accessible to the EOC. Additionally, Napa County will work with the above partner agencies to provide alert and warning communication methods using assistive technology, American Sign Language (ASL), closed captioning and alternative SMS text messaging.

Non-English-Speaking Community
Napa County maintains a list of disaster services workers who are bilingual (Spanish-speaking) communicators trained to perform as language translation service workers and available to support Spanish language activities when it comes to county-wide

communication needs. Napa County OES works closely with this service day-to-day and would initiate the service to the EOC (if necessary) at the onset of an EOC activation and during a county-wide emergency response.

COAD also provides coordination between Napa County and the Spanish speaking community to get correct and culturally appropriate information distributed and out in Spanish. Moving forward, "COAD and its subcommittees intend to expand this resource to serve other subpopulations or groups that may be vulnerable to exclusion from the emergency and disaster communications ecosystem (e.g., disabled, seniors, children, hard of hearing, visually impaired, individuals speaking languages other than Spanish or English)". - Napa Valley COAD Communicating with Spanish Speakers

4.1 Napa County Alert and Warning

Napa County OES may need to initiate a timely public alert and warning and the need to provide public information. Napa County will utilize the mechanisms listed below to alert the public about an emergency and the need for the public to follow health and/or safety orders.

The County uses various mechanisms to disseminate alerts and warnings to the general public. Among them are social media, standard media, radio, Alert Napa County, Nextdoor.com, printed messages, electronic signs, and the Emergency Alert System (EAS) – *all described in detail below*. Additional methods are used to reach DAFN communities.

In compliance with SB 833, Napa County is a registered federal Wireless Emergency Alert (WEA) operator and has functional, up-to-date WEA software and annual training for operation of the WEA system.

3.2.7 Napa County Alert and Warning Procedures

OES Duty Officer / EOC Director

- Upon receipt of an alert or warning, Napa County's OES *On-Call Duty Officer and/or appropriate staff are* notified by Napa's 911 Dispatch Center or the CalFire/Napa County Fire Department immediately.
- Depending on the nature, severity, scope, and likelihood of occurrence of the reported emergency, OES Duty Officer consults with Napa County's Director of Emergency Services or his designee.
- If activated, the EOC Director determines if any additional warnings should be made, or public warnings need to be issued, and will advise EOC Section Chiefs of any actions to be implemented.
- Within Napa County, both the Director of Emergency Services and the EOC Director (hereafter referred to as EOC Director) or his designated successor must approve all public alerts and warnings.

- Warnings are issued to local jurisdictions and the media through the local mass notification systems described below.

EOC PIO

- Receive situational assessment and draft a public message for broadcast by all available commercial radio and television stations in the County. Further, the PIO confers with the EOC Director and other Senior Leaders, such as the Policy Group, as necessary to coordinate the preparation and dissemination of the public warning.

3.2.8 Receipt of Incident Specific Warnings

Flood/Dam Failure

A flood/dam failure emergency is normally preceded by a buildup period, which permits marshaling of forces as required to combat the emergency. During the buildup period, Cal OES cooperates with the National Weather Service (NWS) and the State Department of Water Resources (DWR) by relaying pertinent weather information and bulletins to local government officials in the affected areas via the CLETS and the Emergency Digital Information System (EDIS) via the Operational Area Satellite Information System (OASIS).

Wildland Fire

Initial warnings of major conflagrations are normally issued by the affected area through the Operational Area/State Fire Mutual Aid Coordinator, using whatever means of communications are appropriate and available. Requests for mutual aid follow the same channels.

Earthquake

Napa County may receive notification of an official Short-Term Earthquake Prediction or Advisory from Cal OES. Subsequent information, including damage reports, may be received from various sources, such as:

- United States Geological Survey (USGS)
- State OES
- Federal/State agencies

The information may be received via the Cal OES State Warning Center, radio, teletype, OASIS, telephone, Short Message Service (SMS), and/or FAX and would be further disseminated as appropriate, using any or all these means.

4.2 Napa County's Notification Process

A notification is the process of communicating the need to respond to an emergency to the appropriate emergency response services. The Napa County Sheriff's Office Dispatch continuously monitors both the California Law Enforcement

Telecommunications System (CLETS) for law enforcement and terrorist activity and the National Warning System (NAWAS) for both natural and human-caused disasters that might affect Napa County or surrounding areas. Dispatch also maintains an Emergency Recall List to alert and activate its emergency response personnel, as well as to notify emergency management personnel of potential hazards and disasters.

- When the cities of Napa, St. Helena, Yountville, Calistoga, and/or American Canyon proclaim a local emergency under their own authorities, they should notify Napa County OES and provide a copy of the local emergency proclamation as soon as possible.

- Napa County will notify Cal OES and provide a copy of the proclamation as soon as possible.

- Cal OES will be the primary contact between Napa County and the local jurisdiction(s) for updates on any requests for assistance.

- Napa County's OES Director will respond in writing to the local government concerning the status of any requests for assistance included within the local proclamation or accompanying letter.

It is also important to note that local emergency proclamations and/or Governor's Proclamations are not prerequisites for mutual aid assistance, Red Cross assistance, the federal Fire Management Assistance Grant Program, or disaster loan programs designated by the Small Business Administration, or the U.S. Department of Agriculture.

3.2.9 Napa County's Mass Notification Systems

Mass notification systems send notifications via SMS text or email. Napa County's mass notification systems (depicted in Figure 9) are capable of broadcasting public warnings to large numbers of people through multiple devices, such as landline, mobile and VoIP telephones, electronic mail, text message, outdoor sirens/speakers, and TTY/TDD. Every notification is sent through as many "channels" as possible to disseminate emergency information as accurately and widely as possible.

For the purposes of wide-scale public information dissemination, such as a press conference, certified sign language interpreters may be provided to the County by way of the Cal OES Disaster Response Interpreter (DRI) Program. In this case, live/simultaneous Spanish-speaking interpreters will also be pulled from Napa County's disaster service worker registry list.

The goal of the County's mass notification program is to establish and implement systems within the jurisdictional boundaries of Napa County that "**alert emergency response personnel and the public to the threat of extraordinary danger and the related efforts that specific hazards may cause**." To help meet this goal, the County may

employ multiple mass notification platforms simultaneously to alert individuals of an emergency.

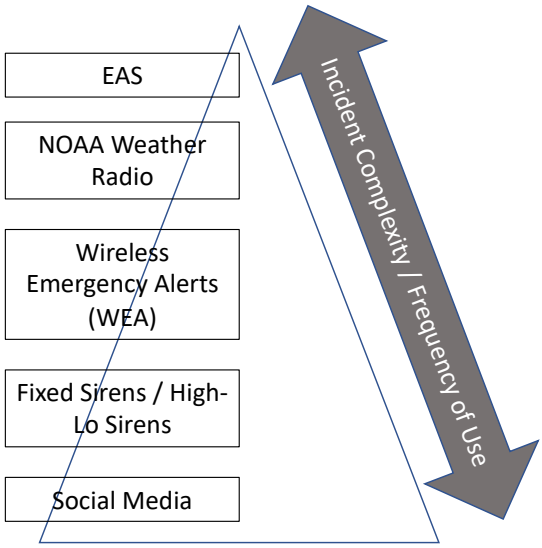


Figure 8: Napa County's Mass Notification Systems

In the event of an evacuation, Napa County will use Alert Napa County to reach the general public, who are all encouraged to sign up to receive emergency notifications by SMS text or email.

- ***Everbridge*** (branded as ALERT Napa County)
  - For public sign-up: https://member.everbridge.net/337966681555213/login
- ***Genasys Protect*** (formerly known as Zonehaven AWARE)
  - For public sign-up: https://protect.genasys.com/download

3.2.10 In-Person Notification Methods

Napa County maintains in-person notification methods such as:

Public Address (PA Systems)
The Napa 911 Dispatch Center and CalFire/NCFD ECC can exchange messages through the CAD system. A typed message can be instantly routed to the counterpart dispatch center. Fire and Law Enforcement vehicles are equipped with sirens, horns, and public address (PA) systems, which may be used to supplement local warning systems.

Vehicle Hi-Lo Sirens
The vehicle Hi-Lo Siren System - Hi-Lo, it's time to GO - is outfitted in all public safety vehicles in Napa County. The Hi-Lo Siren is different than a traditional public safety siren and is only used to alert residents to evacuate.

Electronic Message Boards
Outdoor programmable boards that can be updated with relevant public safety information and messaging. They can be placed throughout the County strategically depending on the type and location of the emergency.

Door-to-Door Canvassers
If necessary, a door-to-door notification may be implemented to effect notification and evacuation.

3.2.11 Local Television and Radio - EAS

The **Napa Valley Television** (NVTV) cable channel is available for use during major emergencies. NVTV reaches more than 10,000 cable subscriber households throughout the County. Live broadcasts can be initiated from the Board of Supervisors Chambers to support warning and notification efforts. All television and cable television companies will be asked to concurrently display a written version of all emergency broadcasts across television screens to facilitate the notification of the hearing impaired.

Radio stations throughout the United States are designated at the Local Primary-1 (LP-1) for their local broadcast area. These stations are designated to, under orders from the local EAS Administrator rebroadcast all EAS alerts deemed necessary. Napa County has designated KVON AM 1440, and the Vine FM 99.3 to serve as its Local Primary-1 (LP-1) stations.

The Napa 911 Dispatch Center and CalFire/NCFD ECC can access all other local jurisdictions by radio.

3.2.12 Other Local Notification Systems

An outdoor siren warning system, remotely controlled by the California Department of Water Resources, is available at Lake Berryessa to warn of potential (or actual) dam failure.

Emergency Digital Information System (EDIS)
The Emergency Digital Information System (EDIS), which supplements the EAS and other public information systems, is located in the Napa County's Sheriff's office and provides local, state, and federal governments with a direct computer link to the news media and other agencies to distribute official information to the public during emergencies. EDIS may be used to transmit information in the following categories, listed in priority order:

- **Flash** – alerts and warning concerning immediate life safety issues.
- **News** – information of immediate benefit to the public.

- **Info** – advisory messages for coordination between government and the news media.

- **Test** – transmissions to verify operation of equipment and to train personnel.

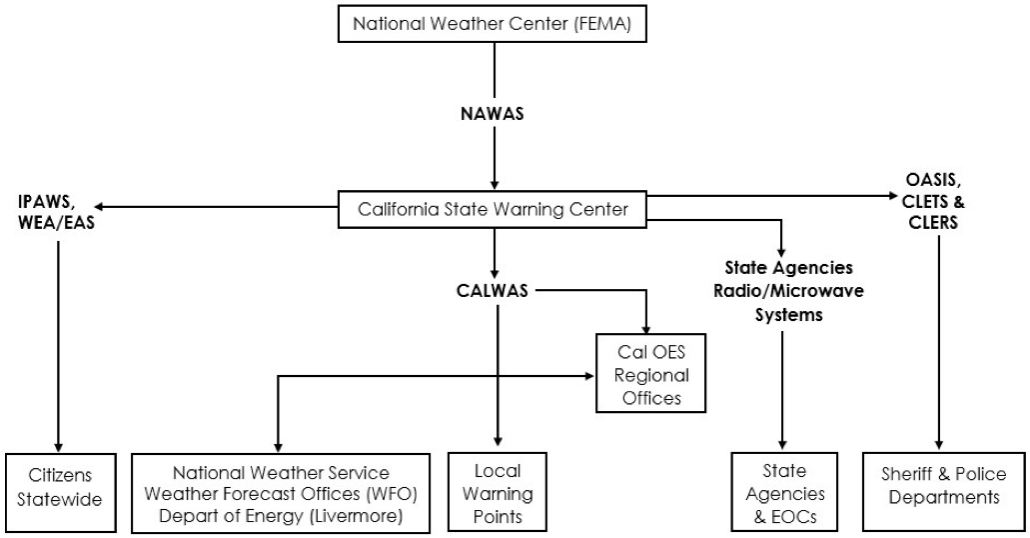
3.2.13 Local Documentation Methods for Notifications

Notification documentation shall include:

- All notifications shall be documented by the person(s) making the notifications.
- Date and time of attempted and actual notifications.
- Names of persons contacted; and
- Estimated time of arrival (ETA) at EOC or other assigned locations.
- If Napa County's EOC is activated, a copy of all notification documentation will be provided to the Liaison Officer as soon as practicable after notifications have been completed. A copy of the notification documentation will be retained in Napa County's EOC Planning Section as part of the incident record.

4.3 STATEWIDE WARNING SYSTEMS

At the State level, the California State Warning Center is responsible for informing, communicating, alerting, and notifying local governments, OA's and state officials, and the federal government of natural or human-caused emergencies. Figure 8 shows the coordination points for California's State Warning Center and how they connect with the other alert, warning, and notification systems.



CALWAS – California Warning System
CLERS – California Law Enforcement Radio System
CLETS – California Law Enforcement Telecommunications System
EAS – Emergency Alert System
FEMA – Federal Emergency Management Agency
IPAWS – Integrated Public Alert and Warning System
NAWAS – National Warning System
OASIS – Operation Area Satellite Information System
WEA – Wireless Emergency Alerts
WFO – Weather Forecast Office

Figure 9: Cal OES State Warning Center Plan, Attachment A – State Warning Center[19]

In addition to disseminating warning information received over the National NAWAS to local Warning Points, State agency radio systems, teletype, and telephone circuits are used to ensure maximum dissemination of warnings. Each local Warning Point further disseminates the warning over local public safety communications channels.

3.4.1 Operational Area Satellite Information System (OASIS)

The Operational Area Satellite Information System (OASIS) is a satellite-based telephone and data communications alert network that links all 58 counties and operational areas throughout California, the SOC, all Cal OES Regions, the CHP, CalFire, and CalTrans. OASIS was designed to be a survivable communications link in the event of a major earthquake or other disaster that renders ground-based communications inoperable.

3.4.2 California Law Enforcement Radio System (CLERS)

California's Law Enforcement Radio System (CLERS) serves all OES facilities and interconnects law enforcement agencies of all counties and numerous cities in the state. This system is microwave-linked to provide statewide coverage and is the State's radio backup to the National Warning System.

3.4.3 California Emergency Services Radio System (CESRS)

A local government system serving all OES facilities, a number of State agencies and county-level civil defense agencies that participate in the system. It is microwave-interconnected for statewide coverage and allows Napa County to directly contact the Cal OES and other counties within California.

3.4.4 California Law Enforcement Telecommunication System (CLETS)

The California Law Enforcement Telecommunication System (CLETS) is a teletype system with 900+ terminals throughout the state that serves all cities and counties.

4.4 National Warning Systems

NAWAS (Federal–California)
The NAWAS is a dedicated system established with the primary purpose of warning the nation of the threat of a nuclear attack. The NAWAS has major terminals at each State Operations Center and State Emergency Management Facility. The system provides two-way voice communications between Federal Warning Centers, States' Warning

[19] https://www.Cal OES.ca.gov/wp-content/uploads/Warning-Center/Documents/Attachment-A-State-Warning-Center.pdf

Points, and local Warning Points and may be activated nationally from two protected Federal facilities:

- National Warning Center (North American Air Defense Command, Colorado Springs, Colorado)
- Alternate National Warning Center (Olney, Maryland)

CALWAS (State–County Warning Point Circuits)
California ties into the national system with a primary State Warning Point at Cal OES Headquarters in Sacramento. Circuits then extend to County Warning Points. CHP Headquarters in Sacramento serves as the alternate State Warning Point. Both Federal and State circuits are monitored 24 hours at the OES Warning Center, the Alternate State Warning Point, and each local Warning Point.

Local Jurisdiction Warning Systems (City and County)
In order to disseminate warnings from the County Warning Points to cities, local communications channels are normally used. Although the State Warning Point will relay warnings over CLETS, it is usually more expeditious for cities to arrange with the County Warning Point on NAWAS to further relay the information within Napa County.

4.1.1 Emergency Alert System

The EAS is a national network of public broadcast stations and interconnecting facilities that have been authorized by the Federal Communications Commission (FCC) to operate in a controlled manner during disasters or other national emergencies. The system provides local, state, and federal governments with a means of emergency communications with the public. It may be used on a voluntary basis during day-to-day situations posing a threat to the safety of life and property. Priority for use is:

- Presidential messages
- Local area programming
- State programming
- National programming and news

4.1.2 National Weather Service

The National Weather Service (NWS) may issue a variety of alerts and warnings, depending on the situation.

- **Advisory** for events occurring or forecast to develop short-term (usually within the next six hours).

- **Watch** for the possibility of an event happening within the short term (usually in the next six to 12 hours).

- **Warning** for life-threatening events occurring or forecast to develop within the short term (generally within the next six hours).
- **Red Flag Warning** is an increased risk for fire danger due to warm temperatures, very low humidity, and stronger winds.
- **Flash Flood Warning** when flash flooding is occurring or imminent.
- **Urban and Small Stream Flood Advisory** when flooding is occurring or imminent but is not life-threatening (may be upgraded to Flash Flood Warning if conditions worsen).
- **Flash Flood Watch** when there is a good possibility of Flash Flooding that is not occurring or imminent (possibility exists within the next 24 hours).
- **Dense Fog Advisory** when dense fog (visibility below a one-half mile) is expected to last for three hours or longer.
- **Dense Fog Warning** when widespread zero or near-zero visibilities are forecast (to last three hours or longer).

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5. DIRECTION, CONTROL, AND COORDINATION

Napa County's Executive Officer or their designee has the power, by county code, to direct staff and civilian responses in Napa County and to settle questions of authority and responsibility. If necessary, to protect life and property or to preserve public order and safety, the Board of Supervisors or the Napa County Executive Officer may promulgate orders and regulations. These must be in writing and must be given widespread publicity. In a proclaimed emergency, the Napa County Executive Officer, or designee, may buy or commandeer supplies and/or equipment and may command the aid of citizens.

Additionally, the Governor has the power to suspend State agency orders, rules, or regulations that may impede emergency responses. Local governments generally do not have this power, except by order of the Governor.

According to Cal OES, Figure 10 illustrates how the sequence of activities should occur from the local level activation to the State and how the response activities should flow from emergency response through the proclamation process and to the recovery phase.

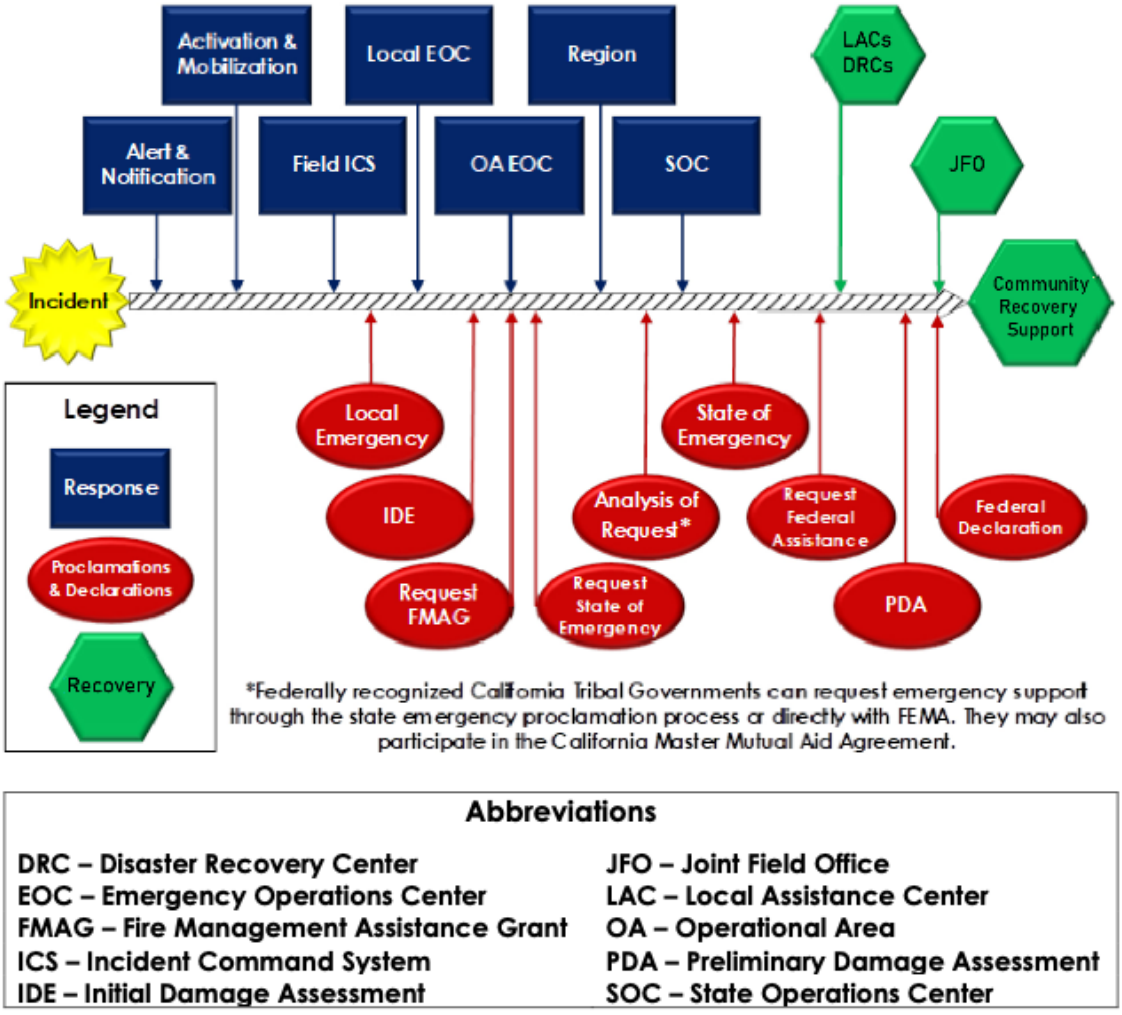


Figure 10: Response Phase Sequence of Events[20]

Coordination with Field-Level Incident Command Posts

Field-level responders organize according to ICS/SEMS and coordinate with dispatch and/or the EOC to share information and request support. As the region has recently experienced, it is important to note multiple incidents may be occurring at the same time and incident command may need to identify and prioritize response activities using a Multiple-Incident Management Plan. For further information about multiple incident management activities in and around the Napa County area, see the *Sonoma, Lake, Napa Counties Multiple Incident Management Plan*.

Napa County is responsible for supporting the coordination of resources, strategies, and policy for any event in the operational area that exceeds the capacity of field tactical responders. Tactical control always remains the responsibility of field Incident Commanders. Napa County's Executive Officer or a designated alternate in their

[20] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

capacity, under the guidance of the Director of Emergency Services will provide policy direction of the multi-department and multijurisdictional resources to support the field responders.

Coordination with Cities in the OA (Local level)
The cities of American Canyon, Napa, Calistoga, St. Helena, and the Town of Yountville are incorporated cities within the County of Napa. Each city has appointed emergency management representatives and/or an Emergency Management Organization. In Napa County, the emergency management organizations of each incorporated city and Special District are responsible for the coordination and direction of response and recovery operations within their jurisdictions, while the County emergency management organization will serve in a support role. Napa County is responsible for coordinating and directing response and recovery operations in the unincorporated areas of the County, with the cities providing support and mutual aid/assistance as needed. Incorporated Cities and Special Districts, including school districts and water districts, must:

- Develop and maintain annexes consistent with Napa County's EOP and the State EOP.
- Maintain coordination with neighboring jurisdictions, Napa County OES, and other cities.
- Designate multipurpose staging areas for the purpose of providing rally points for incoming mutual aid and staging areas for support and recovery operations.

Note: Local jurisdictions within Napa County may be requested to send a liaison to the Napa County EOC to represent their jurisdiction(s). Alternatively, Napa County may send a liaison to any of the local jurisdiction EOCs/ICPs depending on the need and request of certain representatives. If a local jurisdiction needs to activate their EOC, Napa County's Duty Officer must be notified by the local jurisdiction and will initiate a standby for support.

Coordination with Special Districts/Utilities Providers in the OA
When activated, Napa County's EOC will coordinate with special districts and utilities through their activated EOCs to share information and request or provide support as necessary. For some incidents, Napa County may choose to send a liaison to a special district or utility, or they may send a liaison to Napa County's EOC in order to share information and make decisions more efficiently. Depending on the magnitude of the incident and personnel availability, special district and utility liaisons may need to provide the liaison to Napa County's EOC as a resource in support of the entire OA and its jurisdictions.

Coordination with Voluntary Organizations
Napa County works closely with non-governmental organizations such as CERT, CVNL, NCART, COAD, and those voluntary organizations advocating for DAFN communities.

Depending on the magnitude and needs of the incident, Napa County will invite a non-governmental volunteer organization liaison to the EOC. For example, COAD mobilizes

and provides valuable assistance for survivors before, during, and after incidents. COAD includes non-profits and faith-based organizations that offer their services with no legal mandate. These organizations routinely train with the County and plan to effectively integrate volunteers into the County's incident response and recovery organization. Non-governmental volunteer organizations are valuable partners, having established relationships with the community and its members.

Coordination with the Private Sector

Many private sector businesses own and/or maintain critical infrastructure within Napa County's operational area. Some of these private sector businesses must be protected during a response to ensure a quick and complete recovery from an emergency. Further, some of these same entities may provide valuable resources before, during, and/or after an emergency, and they may additionally play a critical role in meeting the needs of those impacted by an emergency. Private sector businesses should work with Napa County's OES to pre-designate a jurisdictional representative to the EOC when possible, during an event and/or EOC activation.

Napa County (OA Level)

Napa County functions as the Operational Area and is the focal point for information transfer and support requests by cities and Special Districts within the County. Napa County's EOC will coordinate resource requests from the local governments within the Napa operational area. If requests exceed the operational area's capacity to fulfill, the EOC Operations Section will identify, request, and provide outside resources based on established priorities. Napa County departments work with OES on an ongoing basis to develop and maintain supply contracts with local resource vendors. By Napa County code, the County Executive Officer or their designee serves as the director of Emergency Services. In the event of a major disaster, the County emergency organization will operate under a Unified Command Structure, as shown in the Napa County EOC organization chart.

Coordination with Cal OES Coastal Region/Mutual Aid Region II (Regional Level)

The Cal OES Coastal Region coordinates information and resources among OAs within the Mutual Aid Region II, and also between the OA and the State Level. When resources are not available within the OA, requests for assistance from Mutual Aid Region II partners will be made to the Coastal Region. The Coastal Region will coordinate resources obtained from other operational areas throughout the region and may deploy Cal OES staff to activated EOCs to coordinate resource requests to support the affected OA. Cal OES staff assigned to EOCs will also gather information and report situational awareness to Cal OES and/or the SOC, if activated.

Coordination with Cal OES Headquarters (State Level)

If resources are not available in the region, they may be requested via Cal OES Region 2 from the State, and if activated, the State Operations Center (SOC) in Sacramento. When the SOC is activated, Cal OES staff will be responsible for coordinating statewide emergency operations, to include the provision of mutual aid and other support and

redirection of essential supplies and other resources to meet local requirements. If the state cannot supply the resource, the SOC will make a request to federal agencies through FEMA.

Coordination with County Departments
Department Heads are responsible for reviewing the Napa County EOP and ensuring their management teams and staff members are familiar with the terms and operational concepts. Those departments with separate Disaster or Continuity of Operations Plans must continually review and update their plans to ensure their processes integrate with or are reflected in the County's EOP. Departments that operate their activities through a Department Operations Center (DOC) shall prepare to assume an active role in managing and coordinating critical disaster and recovery operations. Training sessions and practice exercises will be conducted periodically to ensure the EOC staff is adequately prepared to manage any disaster within Napa County.

Department primary and backup individuals must familiarize themselves with the Napa County EOP and prepare Information Collection, Analysis, and Dissemination to support Napa County's EOC as the hub for collecting, analyzing, and disseminating timely, accurate, consistent, and accessible information relating to the incident or event. Establishing a common operating picture and maintaining situational awareness is essential to incident management and are a major role of the EOC.

It is important to understand that information for the public may be coordinated across multiple jurisdictions and agencies, including nongovernmental organizations and private businesses, and this may be disseminated through several mechanisms under the control of the Napa County Sheriff's Office.

Information Collection into the EOC.
Information will be sent into the EOC from various sources, including county departments, the JIC, activated local government EOCs, field area commanders, private sector partners, elected officials, and other sources utilizing the Cal EOC platform. Calls into the EOC will be screened by the EOC support unit for appropriateness and routed to the appropriate section.

Information dissemination within the EOC.
Information communication will take place using various communications tools. Primarily, the EOC provides the structure for face-to-face communication and coordination. The EOC Message Form is used for written communications and documentation of key messages. Situation Status Boards (e.g., Mondopad, whiteboards, and overhead projected information) are kept updated throughout the duration of an EOC activation to provide instant status communication; this information is regularly recorded and documented by the Planning Section.

Napa County's EOC is equipped with a wide variety of communications systems in addition to the public dial network (phone and Internet access). The systems provide

alternate modes of communications to County departments and support agencies and to a broad range of State and other agencies. In addition to radio-based communications, the EOC has several satellite communication systems that allow connection back into the phone system if local circuits are busy or disrupted. Currently, Napa County maintains alternate systems for emergency communications. Further details regarding Napa County emergency communications systems may be found in the Napa County Tactical Interoperable Communications (*draft*) Plan (TICP).

Information communicated outside of the EOC.
Napa County's EOC provides the single point of contact for information sharing to agencies and entities within and outside of the OA. Such communications take place via typical systems such as telephone and email; the Cal EOC program is used to provide and document key information sharing and resource requests to the Coastal Region.

The CA Public Health Ordering System (PHOS) is used to provide and document key information sharing and resource requests to the Regional Disaster Medical Health Coordination (RDMHC) Program and the Medical and Health Coordination Center (MHCC). If a Public Health, Environmental Health, Behavioral/Mental Health, and Emergency Medical Services resource is requested from Napa County because it is not available within the County, the Medical Health Operational Area Coordinator (MHOAC) enters a request into the PHOS for fulfillment by the region or the State.

Fire suppression resources and tracking is done through the Interagency Resource Ordering Capability (IROC) through fire's operational area coordinator.

In cases where the day-to-day operating systems are impacted, the State's Operational Area Satellite Information System (OASIS) will be used to establish the link to the network server, allowing the County to transmit the data to the State. OASIS is a network of over 80 earth stations (terminals) located statewide. The terminals provide broadband internet and telephone access immune to regional failures in the terrestrial network. A number of reports will be used to communicate and document information, including the Preliminary Report, the Situation Summary, the Status Report, and a Flash Report.

5.1 COMMUNICATIONS

Napa County maintains a Napa County Tactical Interoperable Communications Plan (TICP) based on the use of VHF/UHF/800 MHz for field responders; interoperable radio, telephone, mobile telephone, satellite telephone, and internet email in the EOC; and backup power supply to support EOC communications systems.

Communications Standard Operating Procedures are provided as part of the Napa County TICP. For further information regarding communications within Napa County's Emergency Operations Center, see the *EOC SOP Appendix*.

6. RESOURCE MANAGEMENT

Napa County follows the SEMS protocols below that are required to request resources:

1. The requesting jurisdiction (e.g., a city, special district, county, etc.) must exhaust **all of its resources before requesting assistance** from another jurisdiction or SEMS level.

2. Once it is clear a resource is needed from outside of a jurisdiction, the jurisdiction requests assistance from Cal OES Region 2 by submitting a Mission Request Tasking Form via Cal EOC and/or the appropriate discipline-specific mutual aid ordering system.

3. Once the Cal OES Coastal Region receives a Mission Request form – the State "tasks" another State or Federal agency to provide the required resource.

4. A Mission Assignment Number is automatically generated by Cal EOC and is assigned to that particular "mission". This number is used by the responding agency for reference purposes and for tracking associated costs.

6.1 LOCAL RESOURCE REQUEST PROCESS

The resource management process described in this section involves identifying requirements from the IC to the EOC, the EOC to the region and the state, and if appropriate, via the discipline-specific mutual aid system. Figure 11 shows the six main tasks involved in resource management during an incident.

During an incident involving the activation of Napa County's EOC, EOC personnel will continually work to support resource needs from the field level to the EOC and will validate and refine the resource process.

In accordance with the State Mutual Aid Agreement, jurisdictions shall attempt to reach from within their area for immediate resource capability and availability. Napa County OES must actively:

- Assess capable and available resources from within the County.
- Compare and analyze anticipated resource requirements against already available resources.
- Identify local source to serve as anticipated resources.
- Procure required resources to sustain operations.
- Track resource allocation.

The involvement of NGOs, special districts, and private sector organizations with Napa County mutual aid will vary according to the resources that may be made available and

the types of resources needed. Some organizations may use internally established mutual aid systems/arrangements in order to acquire needed resources. For example, the American Red Cross will utilize the American Red Cross DSHR when a disaster response requires greater resourcing than can be provided by the local chapter.

To facilitate external mutual aid, mutual aid coordinators are designated at the OA, regional, and State levels. The basic role of a mutual aid coordinator is to receive requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility, and pass on unfilled requests to the next level.

Napa County's discipline-specific mutual aid coordinators (e.g., Law Enforcement, Fire Service and Rescue, and Medical Health personnel) may be assigned to the EOC during an EOC activation. The mutual aid coordinators, through each of their subsequent disciplines, utilize a different system for requesting mutual aid resources.

If mutual aid requests do not fall into one of the discipline-specific mutual aid systems, then the requests are handled through the emergency services mutual aid system, managed by emergency management staff at Napa County OES.

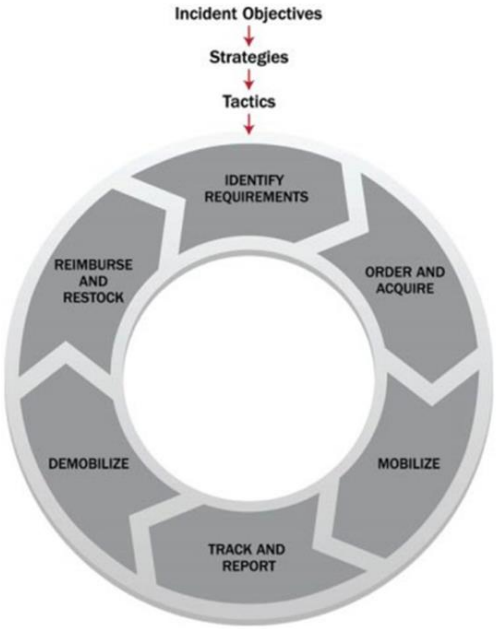


Figure 11: Resource Management Process

6.2 Operational Area Mutual Aid Coordination Process

Napa County will first initiate resource ordering from within the jurisdiction through all available suppliers and local caches. When resource requests need to be placed outside of Napa County, Napa County OES or the discipline-specific mutual aid coordinator will submit information and requests for support through the subsequent discipline-specific mutual aid systems. Discipline-specific mutual aid systems include fire, law enforcement, and medical and health, and have designated Mutual Aid Coordinators assigned within each Operational Area. The designated discipline-specific Operational Area Mutual Aid Coordinators are an integral part of the operational area emergency management organization, as shown in Figure 12 below.

Fire and Rescue Mutual Aid System

The Napa County Fire Operational Area Coordinator works with the State Fire and Rescue Branch to track and manage County fire and rescue mutual aid resource requests

and allocations. Most of the information coordination between region and state fire resources is done through the Interagency Resource Ordering Capability (IROC) system.

Law Enforcement Mutual Aid System

Napa County's Law Enforcement Mutual Aid (LEMA) Operational Area Coordinator is filled by the Sheriff's Office. The coordinator works with surrounding agencies, jurisdictions, and regions to request, track, and manage law enforcement personnel and resource management. The coordinator will then manage and request reimbursement through the state law enforcement mutual aid reimbursement system.

Medical Health Mutual Aid System

Napa County's MHOAC will first work with surrounding agencies and jurisdictions to fill resource and personnel requests to support the local emergency medical services system. The MHOAC is a 24-hour-per-day, 365-day-per-year single point of contact for the State MHOAC Program through the EMS Duty Officer and the Public Health Manager on-call and provides contact information to the RDMHC/S Program, which provides this information to CDPH and EMSA.

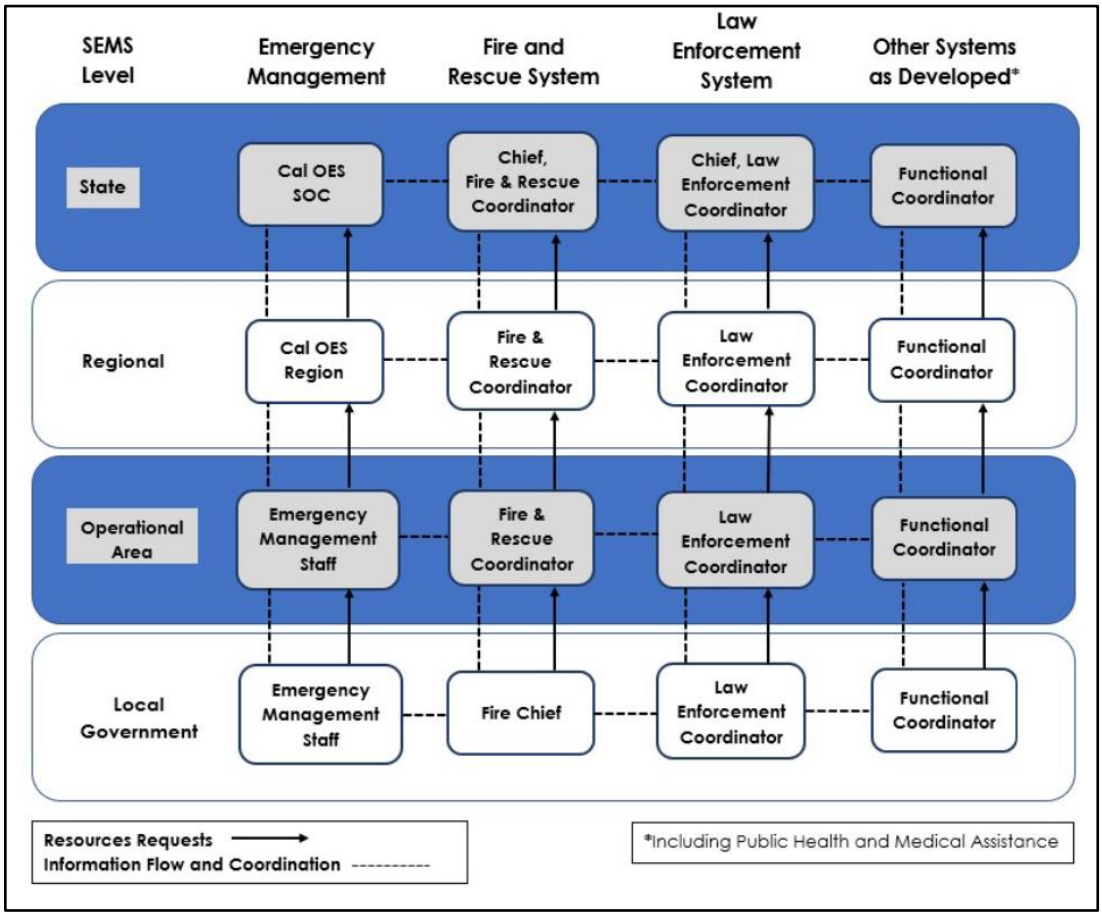


Figure 12: Cal OES Discipline-Specific Mutual Aid System[21]

[21] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

If the EOC is activated, Napa County's discipline-specific Operational Area Mutual Aid Coordinators may be located at the EOC, at their normal work location, or at another location depending on the emergency situation, local communications systems, their normal job responsibility, and the level of the EOC activation. When the Napa County EOC is fully activated, the Mutual Aid Coordinators should have designated representatives at the EOC to facilitate coordination and information flow (see Figure 13).

Even though discipline-specific resources will be fulfilled through their respective mutual aid systems, it is essential that information and overall County priorities are exchanged between the Mutual Aid Coordinators and Napa County's EOC.

Field Requests
The IC retains control of resources at the scene of an incident. When additional discipline-specific personnel or equipment resources are needed, the Field Operations Section Chief or a Branch Coordinator at the Napa County EOC will make a verbal request to the appropriate discipline-specific functional units in accordance with established field SOPs. The Field Logistics Section will direct requests for more general resources to its counterpart EOC Logistics Section in the appropriate unit.

Other Local Jurisdictions & Support Agencies
General resource requests from cities, special districts, and support agencies (e.g., Red Cross, Salvation Army, amateur radio operator group) will be made by and directed to Napa County's EOC Logistics Section. The staff receiving the request will complete a Mission Request form and will fill the request if able to do so. If the resource is not available from a local source (the County or another city or district), the EOC Logistics Section Chief will be asked to authorize forwarding the request to the Cal OES.

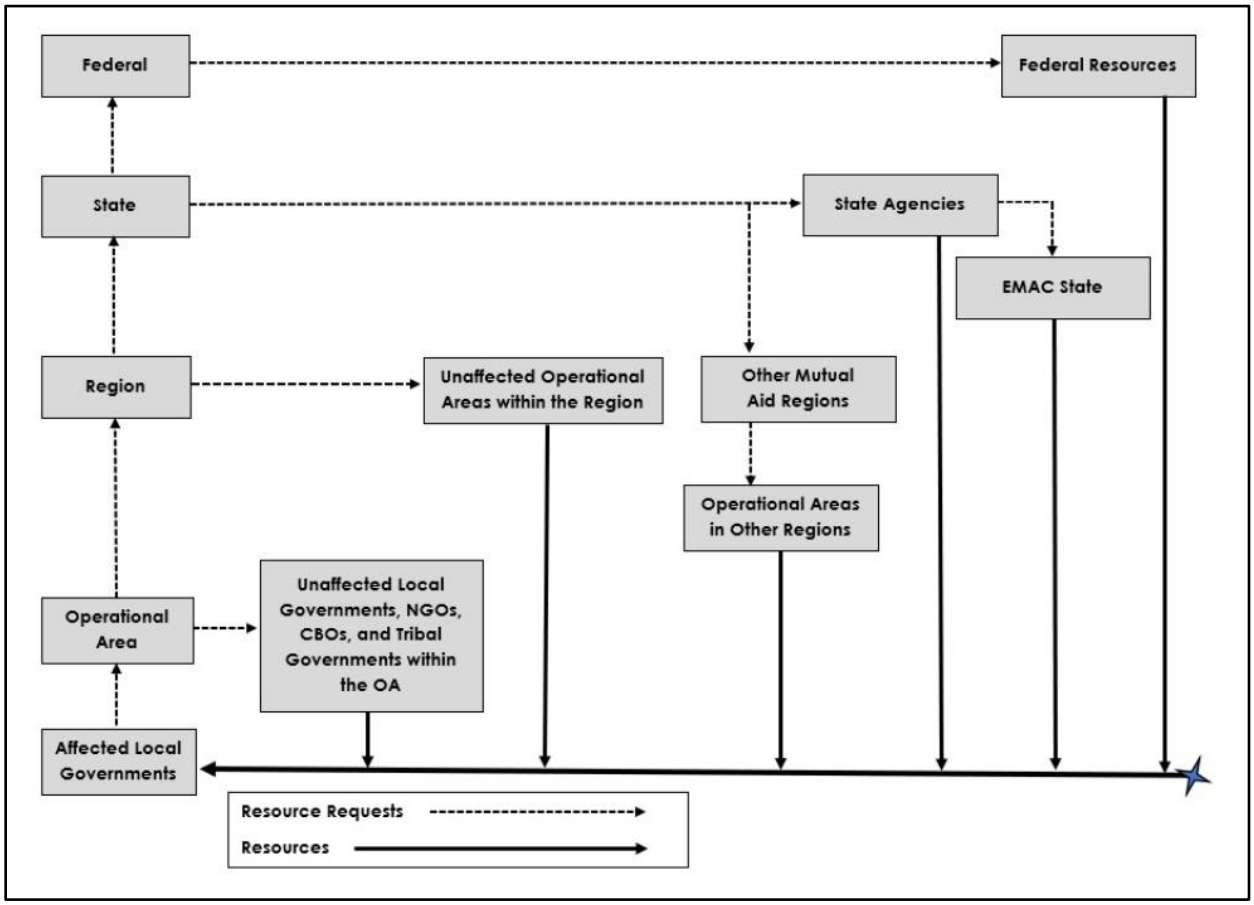


Figure 13: Cal OES Flow of Requests and Resources[22]

6.3 EOC Order Processing

Napa County's EOC Logistics Section will process resource requests as follows:

- Written mission request forms are received and consolidated when feasible.
- Local jurisdictions, support agencies, and appropriate County departments are contacted to determine if resources are available prior to purchase.
- If resources are unavailable locally, approval to purchase the item(s) must be obtained from the Logistics Section Chief.
- Existing County vendors will be contacted first.
- When placing the order, obtain ETD (estimated time of delivery) and advise the Requesting Party.
- Record the order and the ETD.
- Advise the Finance/Administration Section of the order and complete any required purchase order.

[22] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

6.4 EOC Resource Tracking

Napa County's EOC Branch Coordinators in the Operations Section will track their respective discipline-specific resources. The EOC Logistics Section will track general resources.

- The Requesting Party will notify the EOC Logistics Section when the requested resource(s) arrives.
- When notified that a resource has checked in at the designated location, the EOC Logistics Section will:

    1. Record its arrival; and
    2. Notify the person responsible for maintaining resource-tracking displays.

- Periodically check the resource order file for overdue resources or unacknowledged requests. Check status with the EOC Logistics Section or resource provider as appropriate.

The discipline-specific operational area mutual aid coordinators track all resources given and received in and outside of the operational area.

7. DEACTIVATION

At a point in time when countywide response activities begin to stand down and transition to recovery activities, the use of the EOC to support countywide needs and information sharing may continue under a minimal level EOC activation or virtual EOC. For example, a Recovery Taskforce or Recovery Operations may continue operations in the EOC (with select staff) until it is determined that the situation is stable to reconvene to normal operations. Recovery activities may continue long after deactivation of the EOC and may continue for a long period as we experienced with the Covid-19 pandemic. The Planning Section Chief is responsible for presenting the deactivation recommendation to the EOC Director. The Action Planning Unit is responsible for planning for the transition from response to recovery operations.

When no longer necessary, individual EOC positions should be formally de-activated. Prior to deactivating the EOC, the Liaison Officer should notify all internal and external partners of the decision to deactivate and the date/time of deactivation while providing instructions for continued coordination outside the EOC. After deactivation, all documentation should be gathered and maintained to support recovery efforts and the after-action review. Additionally, during deactivation the EOC should be restocked and prepared for future activations.

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8. ADMINISTRATION, FINANCE, AND LOGISTICS

8.1 ADMINISTRATION

Napa County's EOC Finance/Administration Section will be responsible for maintaining records on damage assessment expenditures, recovery cost expenditures, insurance-related documents, personnel overtime, and other costs associated with the emergency. Guidance is provided in their position guides at the EOC.

The EOC Planning Section will maintain copies of documents that are integral to EOC functions (such as EOC Action Plans, Situation Status logs, and position logs) that make up the history and chronology of emergency events. Guidance is provided in their Planning Section's operational procedures at the EOC.

Napa County OES will conduct an After-Action Review of the emergency once it is completed and document the findings, recommendations, and suggestions for improvement in an After-Action Report.

8.2 FINANCE

In the case of a major disaster in the County, the EOC will support state and federal entities with cost recovery efforts, if requested and as able. Napa County citizens may benefit from the Small Business Administration, and the County may benefit from the FEMA Public Assistance Program[23]. Napa County may assist the citizenry with public service announcements regarding support available, such as unemployment benefits, workers' compensation, and insurance benefits. Napa County's EOC Finance/Admin section oversees the following systems, which include, but may not be limited to:

- Payroll
- Payments
- Revenue collection
- Claim processing
- Cost recovery documentation

The EOC Finance/Admin section (in coordination with the EOC Legal Officer) also manages the negotiation and administration of vendor and supply contracts and procedures in collaboration with the incident management procurement functions.

[23] https://www.disasterassistance.gov and https://www.fema.gov/assistance/individual

8.3 Logistics

Napa County's EOC Logistics Section is responsible for resource location and requests, and working within EOC processes to ensure resources affiliated with the emergency are documented and tracked. Mutual Aid requests are conducted according to California SEMS protocols. Guidance is provided in the EOC Logistics Section's operational procedures at the EOC.

9. CONSIDERATIONS

9.1 DISASTER SERVICE WORKERS

Under California Government Code, Section 3100-3109, all public employees are required to serve as Disaster Service Workers (DSW's). Public employees (civil service) are all persons employed by any county, city, state agency, or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

In the event of a major emergency or disaster, County employees may be called upon to perform certain duties in support of emergency management operations, such as serve in a position in the EOC, support shelter operations, or work at a logistics base in the field:

- County employees may be required to work at any time during a declared emergency and may be assigned to disaster service work.
- Assignments may require service at locations, times, and under conditions other than normal work assignments.
- Assignments may include duties within the EOC, in the field, or at another designated location.

The term "public employees" includes all persons employed by the State, County, City, or public district. Volunteers and other personnel can be sworn in as Disaster Service Workers, which provides Workers' Compensation and liability coverage.

Additional Disaster Service Worker designated individuals may include staff and volunteers from non-governmental organizations such as CERT, CVNL, NCART, COAD, and the Medical Reserve Corps (MRC). Both non-governmental organizations and other County volunteers will be managed according to the guidelines outlined in the Volunteer Management Annex.

Disaster Healthcare Volunteers such as doctors or medical personnel, once established as Napa County MRC members, may be designated as Disaster Service Workers and can provide medical services if an emergency has been declared and if requested by a Napa County Official (California Code 8659). Under no circumstances will County employees who do not usually have a response role in their day-to-day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform, or that are beyond their recognized capabilities.

9.2 Volunteer Management

The mobilization and coordination of donations and volunteers in Napa County is described in the Volunteer and Donations Management Annex to this plan. The County's emergency organization relies on a dedicated network of volunteers to support preparedness activities, augment response, and provide assistance and expertise in recovery. Affiliated DSW volunteer groups include, but are not limited to:

- Center for Volunteer and Nonprofit Leadership (CVNL)
- Napa County Animal Response Team (NCART)
- Napa County Community Emergency Response Team (CERT)
- Napa County Medical Reserve Corps (MRC)
- Napa County Search and Rescue (SAR)
- Napa Valley Community Organizations Active in Disasters (COAD)

After a disaster, local governments often see an influx of spontaneous volunteers converge in their communities; however, well-intentioned, uncoordinated volunteers can be ineffective, hinder response operations, and create new risks. Emergency volunteers must be carefully managed, which often falls to the local government. In Napa County, after a disaster, emergent volunteers are managed through a contract with the CVNL, which operates Emergency Volunteer Centers for four counties in the North Bay.

9.3 People with Access and Functional Needs

Napa County is committed to achieving and fostering a whole community emergency management system that is fully inclusive of individuals with disabilities and others with access and functional needs. Through the integration of community-based organizations, service providers, government programs, individuals with disabilities, and others with access and functional needs into the planning process, meaningful partnerships have been introduced into the emergency management system.

Specifically, emergency planning and emergency services for the County have included the whole community approach concept to ensure alert and warning, mass care and shelter, public information, and evacuation planning are inclusive of the Whole Community.

Having recognized the need to be inclusive in its emergency planning, the Napa County's Operational Area formed the Napa County Disabilities, Access, and Functional Needs Subcommittee Group in 2014 in partnership with the Napa Valley COAD to strengthen partnerships with the AFN community and those with access and/or functional needs. This subcommittee includes representatives from county agencies, local jurisdictions, and nonprofit organizations serving people with disabilities and those with access and/or functional needs in the Napa County Operational Area. This subcommittee's instrumental efforts have turned the OA toward more inclusive emergency planning for the Whole Community.

Furthermore, Napa County is committed to maximizing compliance with the Americans with Disabilities Act and providing the best service to all of Napa County's Operational Area residents and visitors. As such, Napa County's Operational Area adheres to the guidelines outlined below:

- Disability will not prevent accessibility to services or facilities provided by Napa County.
- Napa County will not exclude or deny benefits of any sort based on a disability, access, or functional need.
- Napa County will work to accommodate people with disabilities and those with access and/or functional needs in the most integrated setting possible.
- During all phases of disaster response, Napa County will make reasonable modifications to policies, practices, and procedures, if necessary, to ensure programmatic and architectural access to all.
- Napa County will shelter people with disabilities and those with access and/or functional needs with their families, friends, and/or neighbors as feasible in the most integrated setting possible.

Within Napa County, all programs, services, and activities provided to residents during times of emergency, to the maximum extent feasible, will be inclusive of individuals with disabilities and others with access and functional needs. The following are key focus areas for inclusive service delivery and support:

- Accessible transportation
- Assistance animals
- Dietary restrictions and needs
- Assistive equipment and services
- Accessible public messaging
- Evacuation assistance
- Restoration of essential services
- Language translation and interpretation services (including threshold languages[24])
- Service delivery site ADA compliance

In addition to observing inclusive planning practices, Napa County is also cognizant of Federal and State laws that govern the service of individuals with disabilities and others with access and functional needs during emergency planning and response efforts. Napa County complies with Federal laws that prohibit discrimination in emergency management programs on the basis of disability. Those laws are cited in the Authorities section of this plan.

[24] http://napavalleycoad.org/wp-content/uploads/Communicating-with-Spanish-Speakers-During-Disaster-NV-COAD.pdf

Additionally, Napa County complies with California Government Code § 8593.3, which requires government agencies to integrate planning for the needs of individuals with access and functional needs into emergency operations plans. As stated in the aforementioned Code, this includes planning for individuals who have developmental or intellectual disabilities, physical disabilities, chronic conditions, injuries, limited English proficiency or who are non-English speaking, older adults, children, people living in institutionalized settings, or those who are low income, homeless, or transportation disadvantaged, including, but not limited to, those who are dependent on public transit or those who are pregnant.

ADA Grievances

The Napa County ADA Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Napa County. Napa County's Personnel Policy governs employment-related complaints of disability discrimination. More information on the process to file a complaint can be found at: https://www.countyofnapa.org/1688/ADA-Information

10. RECOVERY OPERATIONS

Following an incident or catastrophic event, Napa County will need to manage and coordinate short and/or long-term recovery activities. This section is provided as summary guidance. For further details on recovery, see *Napa County's Recovery Plan.*

In the aftermath of a disaster, many citizens will have specific needs that must be met before they can pick up the thread of their pre-disaster lives. Typically, there will be a need for such services as these:

- Assessment of the extent and severity of damages to public and private property
- Restoration of services generally available in communities - water, food,
- medical assistance, utilities, and lifelines
- Repair of damaged homes, buildings, and infrastructure
- Professional counseling when the sudden changes resulting from the emergency have resulted in mental anguish and inability to cope.

Local governments can help individuals and families recover by ensuring that these services are available and by seeking additional resources if the community needs them. Recovery occurs in two phases: short-term and long-term.

10.1 SHORT-TERM RECOVERY

Short-term recovery operations will begin during the response phase of the emergency. The major objectives of short-term recovery operations include rapid debris removal and cleanup, and orderly and coordinated restoration of essential services (electricity, water, and sanitary systems). Short-term recovery operations may include all the agencies participating in the Operational Area that have been impacted by the event.

The goal of short-term recovery is to restore local government to at least a minimal capacity. Short-term recovery includes:

- Utility restoration
- Expanded social, medical, and mental health services
- Re-establishment of Napa County government operations
- Re-establishment of transportation routes
- Debris removal
- Cleanup operations and abatement and demolition of hazardous structures

Each jurisdiction will coordinate its efforts to restore utility systems and services during recovery operations. Medical services may need to operate from temporary facilities as necessary. Napa County Mental Health Services will help coordinate and conduct Critical

Incident Stress Debriefings for emergency response personnel and victims of the disaster event.

10.1.1 Continuity of Government

A disaster could result in the potential loss and/or injury of key emergency management employees, partial or complete destruction of established facilities, and the destruction of public records essential to continued operations of government. Government agencies at all levels are responsible for providing continuity of effective leadership and authority, direction of emergency operations, and management of recovery operations. To assist in the continuity of essential functions and operations, the following positions succeed emergency management authority*:

- **County Executive Officer**
- **Director of Emergency Services**
- **Fire Chief**

**The level and duration of authority these individuals would assume depends on the scale and needs of the disaster*.

A Local Assistance Center (LAC) may be established. This is a temporary location where residents and business owners can access information and connect with resources regarding disaster recovery assistance. Services often include building permits, financial assistance, family resources, mental health services, and other community resource programs. The Federal Emergency Management Agency (FEMA) refers to this location as a Disaster Recovery Center (DRC).

For federally declared disasters, Disaster Assistance Centers may be established by the FEMA to assist disaster victims and businesses in applying for grants, loans, and other benefits. The Red Cross may support the County and other jurisdictions with supplies as needed.

The County and cities/town will ensure that debris removal and cleanup operations are expedited. Based on the County and other OA jurisdictions' assessments, priority structures that pose a public safety concern will be repaired or demolished in the short term or as quickly as possible.

10.2 Long Term Recovery

Long-term recovery may also begin during the response phase. The goal of long-term recovery is to restore facilities to pre-disaster condition. Long-term recovery includes hazard mitigation activities, restoration or reconstruction of public facilities, and disaster response cost recovery. Each affected jurisdiction will be responsible for its own approach to mitigation, which could include zoning variances, building code changes, plan reviews, seismic safety elements, and other land use planning techniques.

Long-term recovery can include:

- Coordinated delivery of social and health services
- Improved land use planning
- Improved Napa Operational Area Emergency Operations Plan
- Re-establishing the local economy to pre-disaster levels
- Recovery of disaster response costs
- Effective integration of mitigation strategies into recovery planning and operations
- Repair and replacement of infrastructure

With public safety a primary concern, rapid recovery may require adjustments to policies and procedures to streamline the recovery process. Hazard mitigation actions will need to be coordinated and employed in all activities by all jurisdictions in order to ensure a maximum reduction of vulnerability to future disasters. The actions are outlined in Napa County's Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) (2021). The County, Operational Area jurisdictions and special districts will strive to restore essential facilities to their pre-disaster condition by retrofitting, repairing, or reconstructing them during long-term recovery operations.

Recovery programs will also be sought for individual citizens and private businesses. The County and other Operational Area jurisdictions may play a vital role in guiding the rebuilding of commercial areas of the Napa Operational Area.

10.3 Recovery Operations Organization

Napa County recovery operations will continue to be managed according to the ICS structure. Responsible entities will change as the response evolves into the recovery phase of the incident. The Recovery ICS will be guided by the Napa County Operational Area Long Term Disaster Recovery Plan (LTDRF). Recovery issues involving OA jurisdictions and special districts will be coordinated and managed between the Director of Emergency Services and designated representatives. Each OA jurisdiction and special district will appoint a Recovery Manager to be the single point of contact for their respective recovery operations.

The organizational chart used in Napa County's recovery operations is shown in Figure 14.

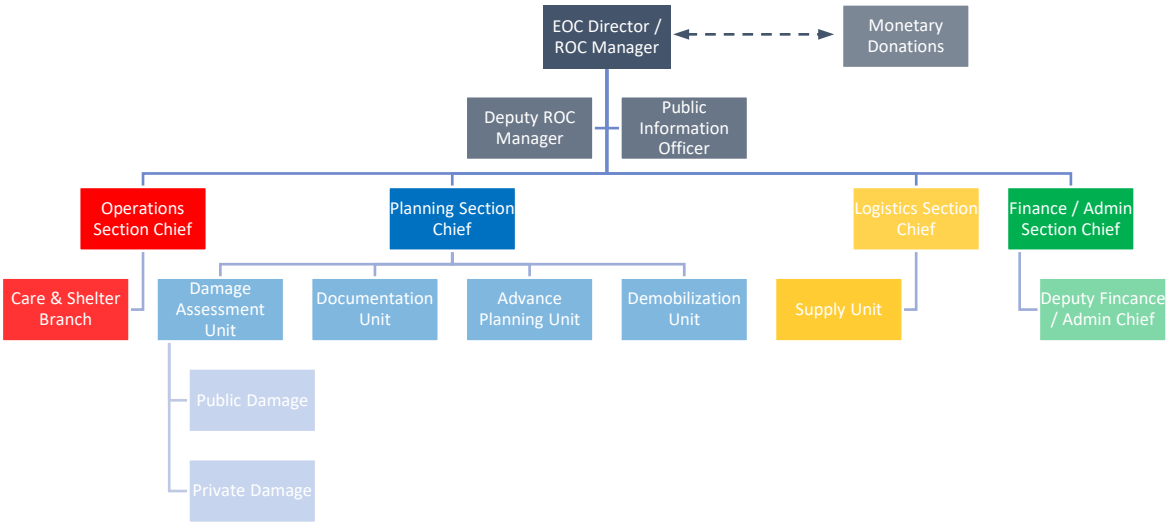


Figure 14: Napa County 'Recovery Operations' Organization Chart

Public information during the recovery process will be handled independently by each agency or jurisdiction; however, information will be coordinated among the agencies and jurisdictions, through Napa County OES.

Napa County OES staff will support the Assistant County Executive Officer in facilitating and leading the recovery process. Napa County departments will also be represented and responsible for certain functions throughout the recovery process.

10.4 Recovery Operations Responsibilities

Napa County's recovery operations will be coordinated by Napa County OES and subsequently managed by individual departments and agencies depending on the recovery operation function within the jurisdiction. Table 6 below provides details for the recovery functions and aligns them with the appropriate departments and agencies.

RECOVERY OPERATIONS RESPONSIBILITIES	
FUNCTION	**DEPARTMENTS/AGENCIES**
Overall process management, interdepartmental coordination, policy development, decision-making, and public information.	County Executive Office; Jurisdictional City Manager's Office; Special District Management; Sheriff's Office
Land use and zoning variance; permits and controls for new development; revision of building regulations and codes; code enforcement; plan review; building and safety inspections; perform environmental reviews.	County Planning, Building & Environmental Services Department; Jurisdictional Planning Departments

RECOVERY OPERATIONS RESPONSIBILITIES	
FUNCTION	**DEPARTMENTS/AGENCIES**
Restoration of medical facilities and associated services; continue to provide mental health services;	County Health & Human Services Agency
Debris removal; demolition; construction; management of and liaison with construction contractors; restoration of utility services.	County Public Works Dept; Jurisdictional Public Works; Utility Special Districts
Housing programs; assistance programs for the needy; oversight of care facility property management; low income and special housing.	County Housing and Homeless Services Agency; Jurisdictional Human Resources
Public finance; budgeting; contracting; accounting and claims processing; taxation; insurance settlements.	County Auditor –Controller's Office; Jurisdictional Finance Departments; Special District Accounting Offices
Redevelopment of existing areas; financing new projects.	County and Cities
Applications for disaster financial assistance; liaison with assistance providers; onsite recovery. Support; disaster financial assistance project management.	County OES; Jurisdictional OES; Special District Accounting Offices
Advice on emergency authorities, actions, and associated liabilities; preparation of legal opinions; preparation of new ordinances and resolutions.	County Counsel; Jurisdictional City Attorneys
Government operations and communications; Information Technology Services (ITS); acquisition; supplies and equipment; vehicles; personnel; and related support.	County Public Works/General Services; Department. & Information Technology Services Division Jurisdictional Communications Departments

Table 6: Napa County Recovery Operations Responsibilities

10.4.1 Documentation

Documentation is the key to recovering eligible emergency response and recovery costs. Damage assessment documentation will be critical in establishing the basis for eligibility of disaster assistance programs. Under the State Natural Disaster Assistance Act (NDAA), documentation is required for damage sustained to the following:

- Public buildings
- Levees
- Flood control work
- Irrigation work

- County roads
- City streets
- Bridges
- Other public works

Under FEMA's Public Assistance Program, local jurisdictions may be eligible to receive supplemental disaster grant assistance for the following:

- Roads
- Bridges
- Water control facilities
- Public buildings and related contents
- Public utilities
- Facilities under construction
- Recreational and park facilities
- Educational institutions
- Certain private non-profit facilities

Documentation must be obtained regarding damages sustained to the above categories and local jurisdictions should follow FEMA's Public Assistance Categories of Work: Debris Removal (Category A), Emergency Protective Measures (Category B), Roads and Bridges (Category C), Water Control Facilities (Category D), Buildings & Equipment (Category E), Utilities (Category F), and Parks, Recreation & Other (Category G).

The location and extent of damage, and estimates of costs for debris removal, emergency work, and repairing or replacing damaged facilities to a non-vulnerable and mitigated condition. The cost of compliance with building codes for new construction, repair, and restoration will also be documented. The cost of improving facilities may be provided under federal mitigation programs.

Debris removal and emergency response costs incurred by the affected entities should also be documented for cost recovery purposes under the federal programs. It will be the responsibility of the County, jurisdictions, and special districts to collect documentation of these damages and submit them to the Recovery Manager for their jurisdiction. The Recovery Manager of special districts not within a city should submit documentation to the County Recovery Manager.

10.4.2 Essential Records

Administrative records should be maintained before, during, and after an emergency. Before an emergency, training and forms should be provided, including procedures for potential response organization. During an emergency, pre-identified and incident-related documentation may be collected by the Documentation Unit for the field and EOC (e.g., documents on personnel activities, equipment use, and expenditures). When possible, cost recovery records should be pre-identified and collected throughout the emergency

to avoid any missing information. After an emergency, all records should be protected and maintained for audits, cost recovery, and after-action reporting.[25]

Documentation is key to recovering expenditures related to emergency response and recovery operations. For each jurisdiction and special district, documentation must begin at the field response level and continue throughout the operation of their Emergency Operations Center as the disaster unfolds.

Napa County OES maintains a records retention policy for disasters/emergencies. This policy includes how Napa County intends to preserve and manage vital records.

10.5 Damage and Assessment

Recovery Damage and Safety Assessment is the basis for determining the type and amount of state and/or federal financial assistance necessary for recovery. Under the Napa Operational Area Emergency Operations Center's Standard Operating Procedures, an Initial Damage Estimate is developed during the emergency response phase to support a request for a gubernatorial proclamation and for the State to request a presidential declaration.

For the County, the detailed damage and safety assessment will be completed by the Napa County Department of Planning, Building and Environmental Services Building Official in coordination with the County Office of Emergency Services and other applicable County departments. The Engineering Branch/Department of each jurisdiction will complete the detailed damage assessment. The administrative and operational divisions of special districts will, in most cases, complete the detailed damage assessment for their respective areas of responsibility.

During the recovery phase, this assessment is refined to a more detailed level. This detailed damage and safety assessment will be needed to apply for disaster financial assistance programs and to manage them if they are approved. The mitigation priorities outlined in the Napa County Hazard Mitigation Plan may be utilized in this process.

[25] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

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11. TRAINING AND EXERCISES

In California, jurisdictional emergency managers can benefit from Cal OES's Multi-Year Integrated Preparedness Plan (IPP)[26] to further develop preparedness strategies and coordinate training and exercise activities with neighboring jurisdictions and state training and exercise programs.[27]

Napa County OES shall create an IPP for members of the Napa County emergency management organization and follow the overarching Cal OES IPP guidance for Napa County (Figure 15). OES will inform County departments, Operational Area cities and special districts, and Cal OES Region II of training and exercise opportunities associated with emergency management. Departments with responsibilities under the Napa County EOP are responsible for ensuring their personnel are properly trained to carry out their responsibilities under the Plan. Individual departments will be responsible for maintaining training records for their respective employees.

Napa County 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Scheduled Exercises										TTX – Statewide Medical Drill	Statewide Medical Drill	
NIMS/ICS Training				G191							ICS 300	
EOC/DOC Specific Training	EOC Section Training	EOC TTX Training				EOC Section Training				EOC Section Training		
Other Training or Events									HazMat Continuing Challenge			

Figure 15: Cal OES Multi-Year Integrated Preparedness Plan (for Napa County)

The following sub-sections provide an overview for Napa County's training and exercise program and schedule. This information pertains to staff who may be participating during an activation at the EOC level. All emergency management staff have responsibilities to themselves and the County during incidents and should review and understand the information outlined in this EOP and the corresponding documents. Further details for Napa County's training and exercise program and schedule can be found in the multi-year Integrate Preparedness Plan.

[26] https://csti.app.box.com/s/qtjgwiafg7eyxe13tz9cgkk1xs4kr70f

[27] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

11.1 TRAINING

Training is an essential component of preparedness and response. All new County employees will receive DSW orientation, inclusive of a basic EOP and EOC concept review within 6 months of hire. In addition, employees who have key roles to carry out during an emergency will receive specialized emergency management training to perform the duties required of them, as listed in Table 7 below.

Further guidance for training for emergency managers and first responders can be found on the California Specialized Training Institute's (CSTI) website. FEMA offers NIMS training through the Emergency Management Institute (EMI).

Using CSTI and EMI guidance, Napa County OES will determine the appropriate level(s) of emergency management instruction for EOC Staff and each member of the Napa County emergency organization and inform their respective departments. The determination will be based on individuals' potential assignments during emergency response.

TRAINING	NAPA COUNTY STAFF	HOURS	FREQUENCY
Standardized Emergency Management System Introduction (SEMS G606) Online Course* – This course provides a comprehensive discussion of the components of SEMS and how SEMS is used in California. Content includes mutual aid, multiagency coordination, the operational area concept, and how the five levels of government communicate, interact, and share resources. The course meets the requirements of the SEMS Introductory CCR Title 19 § 2446 and §2428 Training for Local governments, operational areas, and state agencies shall document SEMS training provided to its emergency response personnel pursuant to. SEMS Introductory (SEMS G606) is a required course for Type III EOC Position Credentialing.	All Emergency Management staff, EOC staff		Once
ICS 100: Introduction to the Incident Command System** – This course introduces ICS and provides the foundation for higher level ICS training. It describes the history, features and principles, and organizational structure of the system. This course also explains the relationship between ICS and NIMS.	All Emergency Management staff, EOC staff	2	Once

TRAINING	NAPA COUNTY STAFF	HOURS	FREQUENCY
IS-200: Basic Incident Command System for Initial Response** – Reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training. This course provides training on, and resources for, personnel who are likely to assume a supervisory position within ICS.	All Emergency Management staff, EOC staff	4	Once
IS-2200: Basic Emergency Operations Center Functions** – This course is designed to introduce the role, design, and function of the EOC and the supportive relationship as a NIMS command and coordination component of the Multi-Agency Coordination System.	All Emergency Management staff, EOC staff	4	Once
IS-700: NIMS Introduction** – This course introduces the NIMS concept. NIMS provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during domestic incidents.	All Emergency Management staff, EOC staff	3.5	Once
IS-800: National Response Framework** – An Introduction to the NRF to provide guidance for the whole community, including: ▪ Private sector partners ▪ Non-governmental organizations (NGOs) ▪ Government officials ▪ Community leaders ▪ Emergency management practitioners ▪ First responders	All Emergency Management staff, EOC staff	4	Once

Table 7: Napa County's Required Training for EOC Staff

*This course is available through CSTI's online class offerings. **These courses are available as online and interactive independent study courses at FEMA's Online Training Resource Center.

11.2 Exercises

Napa County OES is responsible for the planning and conducting of emergency exercises for Napa County. Exercises will be conducted on a regular basis to maintain readiness and allow emergency responders to become familiar with the procedures, facilities, and systems that they will *actually use* in emergency situations. Additional emergency exercises throughout the county may be hosted and conducted by partner agencies.

Local jurisdictions within Napa County will be invited to participate in all relevant exercises sponsored by Napa County OES, which will follow the procedures outlined in the Homeland Security Exercise and Evaluation Program (HSEEP) for exercise development, execution, after-action documentation, and improvement plan development. This information[28] can be provided to Cal OES to meet local exercise requirements.

Workshops
Workshops are discussion-based and meant to create deliverables, such as a plan, procedure, or After-Action Report (AAR) / Improvement Plan (IP). Workshops are more participant-based and good for collecting ideas from a diverse group of stakeholders.

Tabletop Exercises
Tabletop exercises (TTX) involve discussion-based review and validation of plans, procedures, and protocols. Exercise objectives are developed based upon required capabilities, and a scenario/s is designed to facilitate the discussion. The goal of the TTX should be to discover gaps and areas for improvement in the EOP and develop an improvement program to address them. TTXs should be conducted annually or when significant revisions are made to the EOP.

Games
Games are discussion-based, structured forms of play designed for participants to test their operational decision-making in a hypothetical situation and explore the consequences of their choices. Games are good for reinforcing training, team building, and enhancing operational and tactical capabilities.

Drills/Tests
Drills/Tests are operations-based and require participants to perform a single operation or function, such as an evacuation drill or sending a test wireless emergency alert. Drills/tests are good for validating a capability is operating as intended and providing participants practice maintaining a skill.

Functional Exercises
A functional exercise (FE) is used to validate the EOP by activating response staff and simulating response operations. Exercise objectives are developed based upon required

[28] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

capabilities and a scenario/s is/are designed to facilitate exercise play. Injects provide simulation to staff to stimulate action. The goal of the FE should be to discover and address gaps and areas for improvement in the EOP. FEs should be scheduled annually.

Full-Scale Exercises
A Full-Scale Exercise (FSE) is kinetic. Response personnel and equipment are mobilized, moved to a scene, and conduct or simulate activity. Exercise objectives are developed based upon required capabilities and a scenario/s is/are designed to facilitate exercise play. Injects or prompts provide simulation to staff to initiate real actions. The goal of the FSE is to discover gaps and areas for improvement in the EOP and develop an improvement program to address them. A real-time EOP activation and response may obviate the need for an FE or FSE.

11.3 Training and Exercise Schedule

As part of a jurisdiction's emergency preparedness program, a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response[29]. Napa County OES will follow a multi-year IPP *based on the County's current preparedness priorities and multi-year cycle*. Table 8 below provides a basic understanding of what to expect – at a minimum – for Napa County's exercise schedule.

EXERCISES	NAPA COUNTY STAFF	HOURS	FREQUENCY
Tabletop Exercise	All Emergency Management staff, EOC staff	NA	Every year
Functional Exercise	All Emergency Management staff, EOC staff	NA	Every 2 years
Full-Scale Exercise	All Emergency Management staff, EOC staff	NA	Every 3-5 years

Table 8: Napa County's Recommended Exercise Schedule

11.4 After-Action Reporting Process

An After-Action Report provides actions in response to an incident, analysis to provide an understanding of the events that occurred, and it examines response procedures used, reviews staff actions taken, and determines strengths and areas for improvement.

[29] https://www.Cal OES.ca.gov/wp-content/uploads/Preparedness/Documents/2023-SEP-Draft-Public-Review.pdf

Initiating the after-action process can help to validate training needs, acquire new resources, and revisit processes and plans that may need change and corrective action.

As part of the improvement process, and after an actual incident and/or training exercise, an organization should initiate its after-action report through a series of debriefing processes.

The initial debriefing step after a real-time incident, training, or exercise is to conduct a Hotwash. A hotwash is the immediate discussion and evaluation of an agency's performance following an exercise, training session, or an actual incident/event. The purpose of a hotwash is to identify strengths and weaknesses of the response, which then leads to another phase known as lessons learned. A hotwash is intended to guide future responses in order to avoid repeating errors made in the past. A hotwash includes all the responsible parties who participated in the response activities. The documentation collected for the hotwash is used to create the basis for the after-action review/improvement plan.

Training, exercises, and drills are excellent opportunities to audit emergency management programs. Each time the EOP is used in real-time training and/or exercise sessions, Napa County OES will initiate the after-action reporting process and integrate hotwash debrief information and any related after-action reporting to incorporate lessons learned into updating plans, processes, and activities.

11.4.1 After-Action Schedule

In accordance with *updated guidance* from Cal OES, all responding state agencies and any counties and cities that proclaimed a State of Emergency must submit AARs to the State via the CalEOC system within 90 days from the close of the incident. State agencies and local jurisdictions must provide the following information in an AAR[30]:

California Code of Regulations, Title 19, § 2450
(a) Any city, city and county, or county declaring a local emergency for which the governor proclaims a state of emergency, and any state agency responding to that emergency shall complete and transmit an after-action report to Cal OES within ninety (90) days of the close of the incident period.

(b) The after-action report shall, at a minimum:
- Be a review of response actions taken
- Application of SEMS
- Suggested modifications to SEMS
- Necessary modifications to plans and procedures
- Identified training needs
- Recovery activities to date

[30] State of California, Office of Emergency Services, Standardized Emergency Management System After-Action Reporting Development Guide, 2023.

Table 9 below provides timelines for Napa County to complete an After-Action Report for all types of events, including training exercises.

Event Type	AAR and Improvement Plan Due Requirement
Table-Top Exercise	Completed within 90 days
Functional Exercise	Completed within 90 days
Full-Scale Exercise	Completed within 90 days
Local Emergency	Completed within 90 days
State of emergency proclamation or *state of war emergency*	Completed within 90 days of the close of the emergency period

Table 9: After-Action Completion Recommended Timeline

11.4.2 After-Action Submittal to Cal OES

The State AAR Coordinator then receives the AARs and sorts them for review, in accordance with a State-wide prioritization process. If a local jurisdiction has questions about the AAR Submittal Process or needs help, contact the Regional Duty Officer or email CalEOS at: caleoc@Cal OES.ca.gov.

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12. PLAN ADMINISTRATION

12.1 PLAN DEVELOPMENT AND MAINTENANCE

This EOP will be reviewed and revised by Napa County's Emergency Services Council [31] annually or after any full activation. Napa County OES is responsible for updating and maintaining the plan and corresponding annexes. Every five years, the entire EOP will be reviewed, updated, republished, and redistributed. As a "living document," the plan may be modified on an ongoing basis because of post-incident analyses, post-exercise critiques, and changes in policy. Such changes include updated responsibilities, procedures, laws, rules, or regulations pertaining to emergency management and operations change.

Napa County OES should consider reviewing and updating the EOP after the following events[32]:

- A major incident.
- A change in operational resources (e.g., policy, personnel, organizational structures,
- management processes, facilities, equipment).
- A formal update of planning guidance or standards.
- A change in elected officials.
- Each time the plan is used.
- Major exercises.
- Changes in the jurisdiction's demographics or hazard or threat profile.
- Changes in the jurisdiction's tolerance of identified risks; or
- The enactment of new or amended laws or ordinances.

12.2 IMPLEMENTATION PROCESS

Those agencies and organizations having assigned responsibilities under this plan are obligated to inform Napa County OES when changes occur or are imminent. Proposed changes will be submitted in writing to Napa County OES.

Changes will be published and distributed to County departments and Operational Area partners. This may be in the form of suggested "pen and ink" changes to be noted in

[31] The Napa County emergency services council is created, and shall consist of the following: 1) The chairman of the board of supervisors, who shall be chairman; 2) The director of emergency services, who shall be vice-chairman; 3) The assistant director of emergency services; 4) Such chiefs of emergency services as are provided for in a current emergency plan of the county, adopted pursuant to this chapter; 5) Such representatives of civic, business, labor, veterans, professional or other organizations having an official emergency responsibility as may from time to time be appointed by the board of supervisors, and serving at the pleasure of the board.

[32] https://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

paper copies of the EOP, new pages for insertion into paper copies of the EOP, or updated electronic copies of the EOP. All agencies within the Napa County OA will be encouraged to but are not required to participate in the planning and update process. A record of revisions to this plan will be maintained by Napa County OES on the Record of Changes and Distribution at the beginning of this plan.

12.3 Essential Records Retention

Administrative records such as EOP's, EOC SOP's and other related preparedness and response plans should be maintained before, during, and after an emergency. Before an emergency, training and forms should be provided, including procedures for potential response organization. During an emergency, pre-identified and incident-related documentation may be collected by the Documentation Unit for the field and EOC (e.g., documents on personnel activities, equipment use, and expenditures). When possible, cost recovery records should be pre-identified and collected throughout the emergency to avoid any missing information. After an emergency, all records should be protected and maintained for audits, cost recovery, and after-action reporting.

Napa County OES maintains a records retention policy for disasters/emergencies. This policy includes how Napa County intends to preserve and manage vital records.

13. ATTACHMENTS

13.1 AFTER ACTION REPORT - TEMPLATE

[Exercise Name]

After-Action Report/Improvement Plan

[Date]

The After-Action Report/Improvement Plan (AAR/IP) aligns exercise objectives with preparedness doctrine and related frameworks and guidance. Exercise information required for preparedness reporting and trend analysis is included; users are encouraged to add additional sections as needed to support their own organizational needs.

13.2 ACRONYMS

The following acronyms are used throughout all components of the Emergency Operations Plan, including the EOC SOPs and all annexes.

ACRONYM	DEFINITION
AAR	After-Action Report
ADA	Americans with Disabilities Act of 1990
AFN	Access and Functional Needs
CAD	Computer-Aided Dispatch
CARES	California Animal Response Emergency System
Cal CSIC	California Cybersecurity Integration Center
Cal EOC	California Emergency Operations Center
Cal Fire	California Department of Forestry and Fire Protection
Cal OES	California Governor's Office of Emergency Services
Cal Trans	California Department of Transportation
CALWAS	State – County Warning Point Circuits
CDAA	California Disaster Assistance Act
CDFA	California Department of Food and Agriculture
CDPH	California Department of Public Health
CERT	Community Emergency Response Team
CESRS	California Emergency Services Radio System
CHP	California Highway Patrol
CLERS	California Law Enforcement Radio System
CLETS	California Law Enforcement Telecommunication System
COAD	Community Organizations Active in Disaster
COVID-19	Coronavirus Disease 2019
CSTI	California Specialized Training Institute's
CVNL	Center for Volunteers and Nonprofit Leadership
DAFN	Disabilities and Access and Functional Needs
DOC	Department Operations Center
DRC	Disaster Recovery Center
DRI	Disaster Response Interpreter
DSHR	Disaster Services Human Resources System
DSW	Disaster Service Worker
DWR	Department of Water Resources
EAS	Emergency Alert System
ECC	Emergency Communications Center
EDIS	Emergency Digital Information System
EMAC	Emergency Management Assistance Compact
EMI	Emergency Management Institute
EMS	Emergency Medical Services
EMSA	Emergency Medical Services Authority

ACRONYM	DEFINITION
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPSS	Enhanced Powerline Safety Settings
ETA	Estimated Time of Arrival
ETD	Estimated Time of Delivery
FCC	Federal Communications Commission
FE	Functional Exercise
FEMA	Federal Emergency Management Agency
FSE	Full-Scale Exercise
HCV	Hepatitis C Virus
HHS	US Department of Health and Human Services
HSEEP	Homeland Security Exercise and Evaluation Program
HSPD	Homeland Security Presidential Directive
IC	Incident Command
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
IPP	Integrated Preparedness Plan
IROC	Interagency Resource Ordering Capability
ITS	Information Technology Services
JIC	Joint Information Center
LAC	Local Assistance Center
LEMA	Law Enforcement Mutual Aid
LNU	Sonoma–Lake–Napa Unit
LOS	Latino Outreach Subcommittee
LP-1	Local Primary-1
LTDRF	Long Term Disaster Recovery Plan
MACS	Multiagency Coordination System
MHCC	Medical and Health Coordination Center
MHOAC	Medical Health Operational Area Coordinator
MHz	Megahertz
MJHMP	Multi-Jurisdictional Hazard Mitigation Plan
MRC	Medical Reserve Corps
NAWAS	National Warning System
NCART	Napa Community Animal Response Team
NCFD	Napa County Fire Department
NDAA	Natural Disaster Assistance Act
NGOs	Non-Governmental Organizations
NIMS	National Incident Management System
NRF	National Response Framework
NVTA	Napa Valley's Transportation Authority
NVTV	Napa Valley Television

ACRONYM	DEFINITION
NWS	National Weather Service
OA	Operational Area
OASIS	Operational Area Satellite Information System
OES	Office of Emergency Services
PA	Public Address
PG&E	Pacific Gas & Electric
PHE	Public Health Emergency
PHOS	Public Health Ordering System
PIO	Public Information Officer
PSPS	Public Safety Power Shutoffs
RDMHC	Regional Disaster Medical Health Coordination
SAR	Search and Rescue
SEMS	Standard Emergency Management System
SHMP	State Hazard Mitigation Plan
SMS	Short Message Service
SOC	State Operations Center
SOP	Standard Operating Procedures
STAS	State Threat Assessment System
TDD	Telecommunications Device for the Deaf
TICP	Tactical Interoperable Communications Plan
TTX	Tabletop Exercise
TTY	Teletype
UCG	Unified Coordination Group
UHF	Ultra-High Frequency
USGS	United States Geological Survey
VHF	Very High Frequency
VoIP	Voice over Internet Protocol
WEA	Wireless Emergency Alert
WHO	World Health Organization
WNV	West Nile Virus
WUI	Wildland Urban Interface

13.3 AUTHORITIES

The following provides information for county, state, and federal emergency authorities for conducting or supporting emergency operations.

COUNTY

- Napa County Code of Ordinances 2.80.080 Emergency Plan
- Napa County Code of Ordinances 5.14.060 Emergency Alert
- Napa County Code of Ordinances 2.80.070 Emergency Organization
- Napa County Code of Ordinances 8.56.090 Emergency Removal
- Napa County Code of Ordinances 16.04.820 Emergency Abatement
- Napa County Code of Ordinances 2.36.100 Emergency Purchases
- Napa County Code of Ordinances 2.100.260 Emergency Employment
- Napa County Code of Ordinances 2.80.065 Public Health Emergency
- Napa County Code of Ordinances 2.80.020 Emergency definition
- Napa County Code of Ordinances 12.04.130 Emergency Work
- Napa County Code of Ordinances 8.70.066 Emergency Action
- Napa County Code of Ordinances 2.80.030 Emergency Services Council-Created- Membership
- Napa County Planning Process Guide
-
- Napa County, Emergency Operations Plan, 2024
- Napa County Health and Human Services Agency (HHSA) Concept of Operations Plan
- Napa County General Plan, Safety Element, 2023

STATE

- California Emergency Services Act: California Government Code, Title 2, Division 1, Chapter 7,
- Standardized Emergency Management System Regulations: California Code of Regulations (CCR) Title 19, Division 2
- California Disaster Assistance Act Regulations: California Code of Regulations, Title 19, Division 2, Chapter 6
- California Government Code, Title 1, Chapter 4, Division 8, Section 3100, (Disaster Service Workers)
- Physician or surgeon, etc., services in emergency California Government Code, Title 2, Chapter 1, Division 7, Section 8659
- Continuity of Government: California Government Code, Title 1, Chapter 4, Division 8, Section 8635,
- California Master Mutual Aid Agreement
- California Water Code (CWC), § 128 (Department of Water Resources - Flood Fighting)
- Assembly Bill 2311 (Brown, Chapter 520, Statutes of 2016)

- California Emergency Services Act
- Cal OES OFAN Guidance on Planning and Responding to the Need of People with Disabilities and Older Adults
- California Building Code, Chapter 11B - Accessibility to Public Buildings
- Local Assistance Center Guide for Local Governments
- Cal OES State Emergency Plan [*Coordinating Draft*], 2023

California Mutual Aid

- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Fire and Rescue Emergency Plan
- California Law Enforcement Mutual Aid Plan
- Federal Disaster Relief Act of 1974 (Public Law 93-288)
- California Public Health and Medical Emergency Operations Manual (EOM)
- California Mutual Aid County and Intra-Medical Health Regional and Cooperative Agreement for Emergency Medical and Health Disaster Services

Continuation of Government/Operations Authority

Continuity of Operations and Government is detailed in a separate Annex to this EOP. The following portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of State and local government:

- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government (Article 15 of the California Emergency Services Act)
- Temporary Seat of State Government (Section 450, Title 1, Division 3, Chapter 1 of the Government Code)
- Key authorities include Sections 8635 through 8643 of the Government Code:
    - Furnish a means by which the continued functioning of political subdivisions can be assured by providing for the preservation and continuation of (City and County) government in the event of an enemy attack, or in the event a State of Emergency or Local Emergency is a matter of statewide concern.
    - Authorize political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.
    - Authorize governing bodies to designate and appoint three standby officers for each member of governing body and for the Chief Executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision, other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated numbers 1, 2 and 3 as the case may be.

- Authorize standby officers to report ready for duty in the event of a State of War Emergency, State of Emergency or Local Emergency at the place previously designated.
- Authorize local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency or Local Emergency exists, and at a place not within the political subdivision.

Temporary County Seats

- Section 23600 of the California Government Code provides that Boards of Supervisors shall designate alternate temporary County seats which may be outside the County boundaries.

Suspensions and Appointments

- Section 8621 of the California Government Code specifies that during a State of War Emergency, in the event that any officer of a political subdivision or employee of a State agency refuses or willfully neglects to obey an order or emergency regulation, the Governor may suspend that person and designate a replacement.

FEDERAL

- Robert T. Stafford Emergency Disaster Relief and Emergency Assistance Act (42
- USC § 5121 et seq.)
- Federal Disaster Relief Regulations: 44 CFR Part 206
- National Incident Management System, HSPD-5, Management of Domestic Incidents
- Presidential Policy Directive (PPD) – 8: National Preparedness, March 30, 2011
- National Response Plan, U.S. Department of Homeland Security, December 2004
- National Response Framework, U.S. Department of Homeland Security, March 2008
- FEMA Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters
- Americans with Disabilities Act of 1990
- Americans with Disabilities Act of 2010
- Individuals with Disabilities Education Act of 1975
- Post-Katrina Emergency Management Reform Act of 2006
- Rehabilitation Act 508
- Fair Housing Act Amendments of 1988
- Architectural Barriers Act of 1968
- Twenty-First Century Communications and Video Accessibility Act of 2010
- Telecommunications Act of 1996
- ADA Checklist for Emergency Shelters
- ADA Best Practices Tool Kit for State and Local Governments

- DOJ - Tips & Tools for Reaching Limited English Proficient Communities in Emergency Preparedness
- Rehabilitation Act of 1973
- Fair Housing Act of 1968
- FEMA, Comprehensive Planning Guide (CPG) 101, v.2

13.4 GLOSSARY

TERM	DEFINITION
After-Action Report	An After-Action Report provides actions in response to an incident, analysis to provide an understanding of the events that occurred, and it examines response procedures used, reviews staff actions taken, and determines strengths and areas for improvement.
Americans with Disabilities Act of 1990	This is the **law that protects the civil rights of people with disabilities in many aspects of** public life.
Computer-Aided Dispatch	Computer-aided dispatch (CAD) systems are utilized by dispatchers, call- takers, and 911 operators to prioritize and record incident calls, identify the status and location of responders in the field, and effectively dispatch responder personnel.
California Animal Response Emergency System	The California Animal Response Emergency System (CARES) is an operational guidance to assist with all aspects of animal care and control in the event of a disaster or emergency. In addition, CARES provides resources for the public, for animal businesses, for shelters, and for emergency planners.
California Cybersecurity Integration Center	The Cal-CSIC is the hub of state government's cybersecurity events and will coordinate information sharing at all levels of government agencies, utilities and other service providers, academic institutions, and nongovernmental organizations.
California Emergency Operations Center	A central command and control facility responsible for carrying out the principles of emergency management and disaster management at a statewide strategic level during an emergency and ensuring California's continuity of operations.
California Department of Forestry and Fire Protection	Integrate fire protection, natural resource management, and fire prevention under a single mission on behalf of the State and local communities.
California Governor's Office of Emergency Services	Responsible for assuring the state's readiness to respond to and recover from all hazards, as well as assisting local governments in their emergency preparedness and recovery.
California Department of Transportation	Manages more than 50,000 miles of California's highway and freeway lanes, provides inter-city rail services, permits more than 400 public-use airports and special-use hospital heliports, and works with local agencies.
State – County Warning Point Circuits	Connected alert and warning circuits between counties and the state via the warning center.

TERM	DEFINITION
California Disaster Assistance Act	Authorizes the Director of the California Governor's Office of Emergency Services (Cal OES) to administer a disaster assistance program that provides financial assistance from the state for costs incurred by local governments as a result of a disaster event.
California Department of Food and Agriculture	Responsible for ensuring the state's food safety, the protection of the state's agriculture from invasive species, and promoting the California agricultural industry.
California Department of Public Health	Oversees a variety of research, response and prevention programs to protect the health of California residents. Responsibilities are comprehensive in scope and include infectious disease control and prevention, food safety, environmental health, laboratory services, patient safety, emergency preparedness, chronic disease prevention and health promotion, family health, health equity and vital records and statistics.
Community Emergency Response Team	A program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.
California Emergency Services Radio System	An emergency communications system for Cal OES and county emergency services organizations.
California Highway Patrol	The principal state law enforcement agency for the State of California and has primary patrol jurisdiction over all California highways, and roads and streets outside city limits and can exercise law enforcement powers anywhere within the State.
California Law Enforcement Radio System	CLERS is the law enforcement community's mutual aid coordination radio network. It supports dispatcher-to-dispatcher communications at any level (City to Operational Area to Region to State) and is not intended to be used by field units.
California Law Enforcement Telecommunication System	The California Law Enforcement Telecommunications System (CLETS) allows police access to databases. CLETS is a computer network giving police departments access to national databases maintained by the Federal Bureau of Investigation (FBI), the California Department of Motor Vehicles (DMV), and others.

TERM	DEFINITION
Community Organizations Active in Disaster	A coalition of the major voluntary organizations in the United States (for the purposes of this document, Napa County) that have made disaster-related work a priority.
Coronavirus Disease 2019	A contagious disease caused by the coronavirus SARS-CoV-2.
California Specialized Training Institute's	Delivers specialized training throughout California, offering more than a hundred course titles in the areas of emergency management, criminal justice and homeland security, hazardous materials, disaster mitigation, preparedness, response and recovery, and crisis communications.
Center for Volunteers and Nonprofit Leadership	CVNL matches volunteers with urgent disaster relief volunteer opportunities in Marin, Napa, Solano, and Sonoma Counties.
Disabilities, Access and Functional Needs	The California Government Code Section 8593.3 defines Access and Functional Needs as "*Individuals who have: Developmental, intellectual, or physical disabilities; Chronic conditions or injuries; Limited English proficiency or non-English speaking; Or individuals who are: older adults, children, or pregnant; living in institutional settings; or Low-income, homeless, and/or transportation disadvantaged."*
Department Operations Center	A DOC is an emergency operations center used by a distinct discipline, and may be used at all SEMS levels above the field response level.
Disaster Recovery Center	Provide guidance regarding disaster recovery, clarification of any written correspondence received, Housing Assistance and Rental Resource Information, and answer questions.
Disaster Response Interpreter	A trained and credentialed certified sign language interpreter which provides services before, during, and after disasters.
Disaster Services Human Resources System	A human resources database that holds member records information such as certifications, licenses, etc. for employees and/or volunteers eligible for supporting a disaster response.
Disaster Service Worker	All public employees impressed into service by a person having authority to command the aid of citizens in the execution of his or her duties during a state of war, a state of emergency, or a local emergency.
Department of Water Resources	Part of the California Natural Resources Agency and is responsible for the management and regulation of the State of California's water usage.

TERM	DEFINITION
Emergency Alert System	A national public warning system commonly used by state and local authorities to deliver important emergency information, such as weather and AMBER alerts, to affected communities.
Emergency Communications Center	Also known as public safety answering points (PSAPs)—handle incoming 911 calls, dispatch emergency response, and provide vital instructions to emergency callers. Emergency operations centers (EOCs) are activated during major incidents and coordinate multijurisdictional emergency response and communications.
Emergency Digital Information System	A wireless datacast based emergency and disaster information service operated by the Cal OES.
Emergency Management Assistance Compact	A mutual aid agreement among states and territories of the United States. It enables states to share resources during natural and man-made disasters, including terrorism.
Emergency Management Institute	Serves as the United States' focal point for the development and delivery of emergency management training, under the United States Federal Emergency Management Agency.
Emergency Medical Services	A system that responds to emergencies in need of highly skilled pre-hospital clinicians.
Emergency Medical Services Authority	Ensures quality patient care by administering an effective, statewide system of coordinated emergency medical care, injury prevention, and disaster medical response. In California, the EMS Authority is responsible for paramedic licensure, emergency medical technician regulations, trauma-center and trauma system standards, ambulance service coordination, and disaster medical response.
Emergency Operations Center	The centralized location to support field level emergency response and recovery operations during incidents.
Emergency Operations Plan	Describes respective government-level approaches to emergency operations. EOPs are plans that define the scope of preparedness and emergency management activities necessary for that jurisdiction.
Enhanced Powerline Safety Settings	Advanced safety settings which allow powerlines to automatically turn off power within one-tenth of a second. This can happen when there's a hazard, like a tree branch falling into a powerline, which can cause a fire. These settings are in high fire-risk and surrounding areas.
Estimated Time of Arrival	Indication of the time that a vehicle is expected at its destination.

TERM	DEFINITION
Estimated Time of Delivery	The approximate time at which a package, cargo, or goods are expected to be delivered to their intended recipient or destination.
Federal Communications Commission	An independent agency of the United States government that regulates communications by radio, television, wire, satellite, and cable across the United States.
Functional Exercise	Involves various levels of facility and local emergency management personnel. Involves the simulation of a facility failure or other specified events that require rapid responses by trained personnel “acting out” their actual roles.
Federal Emergency Management Agency	The federal agency responsible for leading the Nation's efforts to prepare for, protect and mitigate against, respond to, and recover from the impacts of natural disasters and man-made incidents or terrorist events.
Full-Scale Exercise	A full-scale exercise simulates a real event as closely as possible. It is multi-agency, multi-jurisdictional, multi-discipline exercise designed to evaluate the operational capability of emergency management systems in a highly stressful environment that simulates actual response conditions. To accomplish this realism, it requires the mobilization and actual movement of emergency personnel, equipment, and resources. Ideally, the full-scale exercise should test and evaluate most functions of your damage assessment plan on a regular basis.
US Department of Health and Human Services	A cabinet-level executive branch department of the U.S. federal government created to protect the health of the U.S. people and providing essential human services. Its motto is "Improving the health, safety, and well-being of America".
Homeland Security Exercise and Evaluation Program	Provides a set of guiding principles for exercise and evaluation programs, as well as a common approach to exercise program management, design and development, conduct, evaluation, and improvement planning.
Homeland Security Presidential Directive	A specific form of Executive Order that state the Executive Branch's national security policy, and carry the force and effect of law, stating requirements for the Executive Branch.
Incident Command	Concept to oversee all incident operations from the field level and located as close to the response scene as appropriate.
Incident Command Post	The location from which the Incident Commander oversees all incident operations.

TERM	DEFINITION
Incident Command System	A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.
Improvement Plan	Sums up key information related to the after-action report and/or overall evaluation. It includes how the objectives were reached, strengths, and areas for improvement.
Integrated Preparedness Plan	A plan for combining efforts across the elements of the Integrated Preparedness Cycle to make sure jurisdictions/organizations have the capabilities to handle threats and hazards.
Interagency Resource Ordering Capability	A dynamic, modern, flexible and scalable application that aligns with interagency business needs for resource ordering for all hazard incidents. IROC is web-based and supports PC devices.
Information Technology Services	Refers to the application of business and technical expertise to enable organizations in the creation, management, and optimization of or access to information and business processes.
Joint Information Center	A facility established to coordinate critical emergency information, crisis communications and public affairs functions. The Joint Information Center is the central point of contact for all news media. The Public Information Officer may activate the JIC to better manage external communication.
Local Assistance Center	Normally staffed and supported by local, state and federal agencies, as well as non-profit and voluntary organizations. A LAC provides a single facility at which individuals, families and businesses can access available disaster assistance programs and services.
Law Enforcement Mutual Aid	Established in 1961 and has been used to restore order during emergencies, including civil unrest, and to provide assistance to local agencies during other unusual events or catastrophic disasters.
Long Term Disaster Recovery Plan	A plan developed based on the results of a local recovery needs assessment.
Multiagency Coordination System	Part of ICS, a MAC provides the basic architecture for facilitating the allocation of resources, incident prioritization, coordination and integration of multiple agencies for large-scale incidents and emergencies.
Medical and Health Coordination Center	State level coordination center activated to support the MHOAC program across the state of California.

TERM	DEFINITION
Medical Health Operational Area Coordinator	Represents the single point of contact for the MHOAC program at the Operational Area level and is responsible for monitoring and ensuring adequate medical and health resources are in place during a local emergency.
Megahertz	A measure of the frequency of radio transmissions or the clock speed of a computer.
Multi-Jurisdictional Hazard Mitigation Plan	A cross-jurisdictional effort to analyze jurisdictional hazards (including natural and man-made disasters) and plan for the reduction of risk from the hazards.
Medical Reserve Corps	A national network of more than 300,000 volunteers, organized locally to improve the health and safety of their communities.
National Warning System	An automated telephone system used to convey warnings to United States-based federal, state and local governments, as well as the military and civilian population.
Napa Community Animal Response Team	Brings together volunteers with a broad range of relevant skills in support of animals involved in disasters, emergencies, or accidents in Napa County, California. These include veterinary, operations, incident management, volunteer coordination and financial experience.
Natural Disaster Assistance Act	Funding for the repair, restoration, or replacement of public real property damaged or destroyed by a disaster is made available when the Director concurs with a local emergency proclamation requesting state disaster assistance.
Non-Governmental Organizations	A group that functions independently of any government with the objective of improving social conditions. NGOs are typically non-profit institutions.
National Incident Management System	A comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines.
National Response Framework	Establishes a single, comprehensive approach to domestic incident management. The NRF is used to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies.
Napa Valley's Transportation Authority	Serves as the transportation agency for Napa Valley. Provides short- and long-term regional planning, working closely with local, regional, state, and federal partners to improve Napa County’s streets, highways, and bicycle and pedestrian paths.

TERM	DEFINITION
Napa Valley Television	A nonprofit, non-commercial TV station has offered community members, schools, nonprofits, and local government in Napa County the tools and training needed to produce their own TV programs on Comcast Channel 27 and 28, and AT&T U-Verse Channel 99.
National Weather Service	An agency of the United States federal government that is tasked with providing weather forecasts, warnings of hazardous weather, and other weather-related products to organizations and the public for the purposes of protection, safety, and general information.
Operational Area	Intermediate level of the state's emergency management organization which encompasses the county and all political subdivisions located within the county including special districts.
Operational Area Satellite Information System	A network of terminals which provide broadband internet and telephone access immune to regional failures in the terrestrial network. The inventory of terminals includes both fixed and transportable terminals. Fixed terminals are sited at Emergency Operations Centers in all 58 California Counties. Additional fixed remotes serve locations of particular importance to Disaster Response, seismological laboratories, California National Guard Headquarters, etc.
Office of Emergency Services	Serves as the state's leadership hub during all major emergencies and disasters.
Pacific Gas & Electric	Provides natural gas and electric service to residential and business customers in northern and central California.
Public Health Emergency	Defined as "an occurrence or imminent threat of an illness or health condition, caused by bio terrorism, epidemic or pandemic disease, or an infectious agent or biological toxin, that poses a substantial risk to humans by either causing a significant number of human fatalities or permanent or long-term disability."
Public Health Ordering System	A public health resource request ordering system managed by CDPH.
Public Safety Power Shutoffs	A safety procedure utilized by electric utilities to proactively turn off power when and where conditions present an increased wildfire risk. The practice of de-energization is used as a last resort and is supported by the California Public Utilities Commission (CPUC) as a safety best practice.

TERM	DEFINITION
Regional Disaster Medical Health Coordination	Regional coordination under the MHOAC program for monitoring and ensuring adequate medical and health resources are in place during a local emergency.
Standard Emergency Management System	A state-wide California system police officers, firefighters and other disaster responders use in disaster events. The primary goal of SEMS is to aid in communication and response by providing a common management system and language.
Short Message Service	A text messaging service component of most telephone, Internet and mobile device systems.
State Operations Center	A central command and control facility responsible for carrying out the principles of emergency management and disaster management at a statewide strategic level during an emergency, and ensuring California's continuity of operations. During an emergency, the SOC plays a primary role in assisting the Governor in carrying out State emergency responsibilities. The SOC is responsible for support leaders' strategic direction and operational decisions and does not normally directly control field assets, instead leaving tactical decisions to lower commands.
Standard Operating Procedures	Detailed instructions, checklists, information that describe how to perform an activity or how a facility is operated.
State Threat Assessment Center	Serves as California's information sharing clearinghouse of strategic threat analysis and situational awareness reporting to statewide leadership and the public safety community in support of efforts to prevent, prepare for, mitigate and respond to all crimes and all hazards impacting California citizens and critical infrastructure, while preserving civil liberties, individual privacy, and constitutional rights.
Telecommunications Device for the Deaf	It is used by people who cannot use a regular telephone due to a hearing or speech disability. A TDD is usually the size of a small laptop computer that includes a keyboard and small screen. By typing the message, a TDD user is able to send a message to another TDD device.
Tactical Interoperable Communications Plan	Intended to document the interoperable communications resources available within the designated area, who controls each resource, and what policies or operational procedures exist for the deployment and demobilization of each resource.

TERM	DEFINITION
Tabletop Exercise	A tabletop exercise involves key personnel discussing simulated. scenarios in an informal setting. TTXs can be used to assess plans, policies, and procedures.
Unified Coordination Group	Unified coordination is typically directed from a Joint Field Office (JFO), a temporary federal facility that provides a central location for coordination of response efforts.
Ultra-High Frequency	Ultra-high frequency is the ITU designation for radio frequencies in the range between 300 megahertz and 3 gigahertz, also known as the decimetre band as the wavelengths range from one meter to one tenth of a meter.
United States Geological Survey	An agency of the United States government whose work spans the disciplines of biology, geography, geology, and hydrology.
Very High Frequency	VHF signals offer superior clarity and a relatively long range, crucial for uninterrupted communication over significant distances, especially in en-route phases of flight.
Voice over Internet Protocol	A technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line.
Wireless Emergency Alert	Short emergency messages from authorized federal, state, local, tribal and territorial public alerting authorities that can be broadcast from cell towers to any WEA-enabled mobile device in a locally targeted area.
World Health Organization	The World Health Organization (WHO) is a specialized agency of the United Nations responsible for international public health.
Wildland Urban Interface	An area where human development meets or intermingles with undeveloped wildland and vegetative fuels that are both fire-dependent and fire-prone.

Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1118

TO: Board of Supervisors

FROM: Rollie Soria for Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Resolution for Off-Highway Motor Vehicle Recreation Division Grant

RECOMMENDATION

Adopt a Resolution accepting the State of California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division Grant Funding. (Fiscal Impact: $88,267 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

The Sheriff's Office Off-Highway Motor Vehicle (OHV) Team provides law enforcement services to the public and protected lands in Napa County, including Knoxville. These areas are commonly used by off-road vehicles, campers, and trespassers. These areas are inaccessible to conventional patrol vehicles and can present natural obstacles that can delay emergency response times. The OHV Team uses a jeep, off-road motorcycles, and utility task vehicles to respond to calls for service in these areas.

On January 29, 2025, Sheriff's Office submitted a preliminary grant application in the amount of $88,267 for the period of January 1, 2026, through December 31, 2026, to the State of California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division. The Sheriff's Office applies for this grant annually and is used to offset the cost of the OHV Team law enforcement patrols in isolated areas of the County. A public review and comment period took place between March 4, 2025, and May 5, 2025, with a final application due June 6, 2025. Final awards will be announced September 5, 2025. Of the $88,267 applied for, Sheriff's Office is typically awarded approximately $20,000 to $35,000 per year.

This grant has a 25% match, which is offset by approximately $14,000 in off-highway vehicle license fees received annually. Matching funds consists of OHV patrol staff time and will be used to purchase personal protective equipment for OHV Team members, OHV patrol equipment, to include off-road recovery gear and equipment, and the maintenance of off-road vehicles

Requested Actions:

Adopt a Resolution which would:

a. Accept the grant award of up to $88,267 for a period of January 1, 2026, through December 31, 2026; and

b. Appoint the Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments and payment requests which may be necessary for completion of the project, subject to approval of County Counsel.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operating Budget (Org 1360000, Obj 43790)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary as there is no requirement to accept these funds. However, if funding is not received, the OHV Team patrol hours will need to be decreased in Knoxville and other remote areas of Napa County.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations and revenue will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If this item is not approved, Sheriff's Office will not receive the grant award.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO.

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE COUNTY'S AND SHERIFF'S OFFICE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUND PROGRAM

WHEREAS, the People of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off- highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, Napa County has been awarded funding to provide off-highway vehicle related law enforcement activities within the jurisdiction of the Napa County Sheriff's Office. Such activities may include, but are not limited to, patrol, barrier installation, maps, and search and rescue, and the purchase of equipment, materials and supplies (hereafter collectively "the Project"), for the grant cycle January 1, 2026 through December 31, 2026; and

WHEREAS, procedures established by the California Department of Parks and Recreation require an applicant's governing body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds program; and

WHEREAS, the Project appears to be, or is in conformance with, Napa County's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby:

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and

7. Certifies that, where applicable, the public and adjacent property owners have been notified of this Project; and
8. Appoints the Napa County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

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 22nd day of July 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____,
Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: S. Darbinian Deputy County Counsel Date: June 5, 2025	Date: Processed By: _____ Deputy Clerk of the Board	By:_____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1177

TO: Board of Supervisors

FROM: Rollie Soria for Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst

SUBJECT: Amendment No. 3 of Agreement No. 170259B with United Forensic Services

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 170259B with United Forensic Services, P.C. for autopsy and forensic pathology services. (Fiscal Impact: $80,000 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

The Sheriff, in his role as Coroner, is responsible for investigating all unattended, unusual or suspicious deaths in Napa County. The Sheriff and Coroner's offices are combined, this means that every sworn deputy is also a Deputy Coroner on behalf of the Sheriff-Coroner. Deputy Coroner's investigate each Coroner case to determine the identity of the decedent, securing of decedent's property, notification to next of kin, and the circumstances surrounding each death. The Sheriff-Coroner and deputy coroner's then work with a board-certified Forensic Pathologist, who assist in the investigation through file review, external examinations, and autopsies. As the medical doctor, and by statute, only the Forensic Pathologist (doctor) can determine the "Cause of Death" for Death Certificate purposes, because it is a medical diagnosis. The Sheriff-Coroner, however, is tasked with determining the Manner of Death from one of five categories: Natural, Accident, Suicide, Homicide and Undetermined. The staff of the Sheriff-Coroner and the Forensic Pathologist work as a team to provide Coroner services to the community. The Sheriff-Coroner must contract with a licensed forensic pathologist to provide this function of the county government.

Since January 2011, the Sheriff's Office has contracted with United Forensic Services (UFS) for autopsy and pathology services. The market for experienced and licensed forensic pathologists is very competitive. According to the National Association of Medical Examiners (NAME) there are approximately 700 to 800 practicing forensic pathologists within the United States.

The current contract with UFS expires June 30, 2025. UFS has expressed a willingness to continue providing services to Napa County for two additional years, but at a higher cost. The additional years in the proposed contract are $80,000 more per year than what the Sheriff's Office budgeted for FY 2025-26. Amendment No. 3

to Agreement No. 170259B with United Forensic Services extends the term for two (2) years, through June 30, 2027. Autopsy services for FY 2025-26 is $250,000. Services for FY 2026-27 is $250,000.

Requested Actions:

Approve and authorize Amendment No. 3 to Agreement No. 170259B with United Forensic Services extending the term through June 30, 2027, and to revise compensation rates and scope of services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Coroner Budget (Org: 1361000, Obj: 52220)
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Sheriff's Office is mandated to investigate all unusual, suspicious or unattended deaths in Napa County. If not approved, Sheriff's Office would need to seek additional autopsy and pathology services with minimal or no local Forensic Pathologists available.
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the Sheriff's Office will not be able to provide autopsy and forensic pathology services for deceased individuals.

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.

THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170259B
(PREVIOUSLY 7514)

THIS THIRD AMENDMENT TO AGREEMENT NO. 170259B is made and entered into as of this 1st day of July, 2025 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and United Forensic Services, P.C., a California corporation, whose mailing address is 448 Ignacio Blvd., Suite 325, Novato, California 94949, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on January 3, 2011, COUNTY and CONTRACTOR entered into Agreement No. 7514 whereby CONTRACTOR agreed to provide to COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of pathology and pathology-related services; and

WHEREAS, on July 1, 2013, the parties amended Agreement No. 7514 to revise the scope of services to allow Contractor the ability to assign certain autopsies to a secondary, properly accredited, pathology group previously approved by the Sheriff.; and

WHEREAS, upon amendment of Agreement No. 7514, the Agreement was also renumbered and is now known as Agreement No. 170259B (both Agreement No. 7514 and Agreement No. 170259B will hereafter be referred to as "the Agreement"); and

WHEREAS, on July 1, 2019, the parties amended Agreement No. 170259B to extend the term of the contract, scope of services and compensation; and

WHEREAS, the parties now wish to amend the Agreement to extend the term of the contract, scope of services and compensation.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below:

1) Paragraph 1, **Term of the Agreement**, is amended to read in full as follow:

> "1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23 (a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed in Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention)."

2) Paragraph 2, **Scope of Services,** is amended to read in full as follows:

"2. **Scope of Services.** Commencing with the effective date of this Third Amendment, CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-3," attached hereto and incorporated by reference herein."

3) Paragraph 3, **Compensation**, is amended to read in full as follows:

"**Compensation.**

(a) Rates. Commencing with the effective date of this Third Amendment and in consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3," attached hereto and incorporated by reference herein.

(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 in Exhibit "B-3," 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.

4) On and after the effective date of this Third Amendment, all references in the Agreement to Exhibit "A-1" and Exhibit "B-1" shall mean Exhibit "A-3" and Exhibit "B-3," respectively.

5) Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, the parties hereto executed this Third Amendment to the Agreement as of the date first above written.

UNITED FORENSIC SERVICES, P.C.

By_____
JOSEPH I. COHEN, M.D., President

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

By_____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: July 7, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: Neha Hoskins Clerk of the Board of Supervisors By:_____

EXHIBIT A-3

SCOPE OF SERVICES

I. Services to be provided by CONTRACTOR

CONTRACTOR shall perform the services described below:

a) Perform autopsies in cases of human deaths in which an examination is determined necessary in accordance with governing laws by authorized representatives of the Napa County Sheriff-Coroner's Office. Such examinations will include microscopic examination when deemed necessary by the CONTRACTOR and/or the Sheriff-Coroner.

b) Conduct autopsies as soon as possible after notification, generally within two to four working days, but in no case beyond four working days without the approval of the Napa County Sheriff-Coroner or designee based on a triage discussion (by phone, email, or in person) with United Forensic Services Pathologist. Autopsies shall be conducted Monday through Friday between the hours of 8:00a.m. and 5:00p.m., unless specifically requested and /or approved by the Sheriff-Coroner or his or her designee.

c) Autopsies shall be conducted at the Napa County Sheriff-Coroner's Office, Coroner Facility. In exigent circumstances, the Sheriff-Coroner or her or her designee may designate other autopsy locations.

d) Order toxicological, microscopic (histological), neuropathological, bacteriological, serological, or other studies be or she may deem necessary from such laboratory (or laboratories) authorized for such services by the Napa County Sheriff-Coroner's Office. County shall arrange for, and bear the cost of these and other necessary ancillary procedures and testing.

e) Provide verbal feedback and/or scanned and emailed paperwork on the examination findings within twenty-four hours, with scanned or emailed documentation submitted within three business days. Provide final signed autopsy report to department's Coroner's Secretary within 30 days if Cause of Death is certified at the time of autopsy. United Forensic Services (UFS) shall provide an amended Cause of Death certification, for pending cases, within three weeks of receipt of test results and investigative information necessary for completion of Cause of Death certification. UFS shall provide a signed final autopsy report within eight weeks of receipt of test and investigative information necessary for completion of the autopsy report.

PAST-DUE Final Autopsy reports will be defined as signed, final reports that have not been completed within eight (8) weeks of the receipt of test results and investigative information. The Sheriff-Coroner's Office agrees to provide UFS with a list of autopsy reports identified as "PAST-DUE" and upon reaching a threshold of ten "PAST DUE" reports, UFS agrees to subcontract with another pathologist for scope of work identified in this agreement until such time that the primary pathologist for the Napa County Sheriff-Coroner's Office workload is

caught up within less than ten (10) "PAST-DUE" reports. UFS agrees to bear the cost of subcontracting with a different pathologist during the window of time it takes to catch up the PAST-DUE reports and agrees to utilize a pre-screened and approved subcontractor for these services.

A one-time "Grace Period" will apply to this PAST DUE clause in order to allow CONTRACTOR to bring delinquent reports within the terms of the clause without immediately being in violation of the contract. This Grace Period will be in effect from July 1, 2025 until August 31, 2025 (or two months from date of signing, if later than July 1, 2025). Effective September 1, 2025, CONTRACTOR will be considered to be in violation of the PAST DUE clause if PAST DUE reports exceed ten (10) reports, and CONTRACTOR agrees to subcontract with another pathologist for scope of work identified in this agreement until such time that the primary pathologist for the Napa County Sheriff-Coroner's Office workload is caught up within less than ten (10) "PAST-DUE" reports.

If the "PAST DUE" clause is triggered, CONTRACTOR agrees to work, minimally, one day a week at the Coroner facility regardless of whether or not there are any pending autopsies, examinations, or reviews. This "Office Day" will serve to provide the CONTRACTOR with an uninterrupted window to complete delinquent reports and paperwork until such time as the CONTRACTOR is sufficiently caught up and no longer within the scope of the "PAST DUE" clause. The "Office Day" will be defined by traditional office hours, 8:00am to 5pm, on any weekday, preferably Wednesday or Thursday.

f) At the request of authorized representative(s) of the Napa County Sheriff-Coroner's Office, review medical records and/or medical history, view the body to ascertain the probable cause of death, and advise authorized representatives of the Napa County Sheriff-Coroner's Office concerning the need for an autopsy. This may include contacting physicians to obtain necessary information.

g) Provide and pay transportation to and from location at which autopsies are performed.

h) Testify as an expert witness when subpoenaed to do so at any criminal legal proceeding arising in conjunction with Napa County Sheriff-Coroner cases which the CONTRACTOR has conducted an examination. The duties of CONTRACTOR also include testifying as an expert witness called by the County in Coroner's Inquest, in civil actions or proceedings to which the County or any of its officers or agencies is a party, or in criminal actions or proceedings where the testimony concerns an autopsy or examination that has been performed by CONTRACTOR for the Sheriff-Coroner under this Agreement. Compensation for this testimony is included in Section 3 of Exhibit B-3 of this Agreement. CONTRACTOR may be entitled to expert witness fees during civil litigation related to autopsy services performed for the Sheriff-Coroner. CONTRACTOR shall bill the civil litigant directly for fees outside of this contract.

i) Provide demonstration autopsy procedures in selected cases when requested to do so by authorized representative(s) of the Napa County Sheriff-Coroner's Office. The case selected for demonstration for autopsy procedure shall be solely at the discretion of the Sheriff-Coroner or his/her designee. For purposes of this provision, a demonstration autopsy is one, which is attended by any person(s) other than the investigating officer, evidence technician, Coroner's Investigator, or personnel, which directly assist in the performance of the autopsy.

j) Be available 24/7 for phone consultation, every day of the year, at no additional cost, except during periods of authorized absence whereby CONTRACTOR may arrange coverage by a subcontracting pathologist as described in k) below.

k) Arrange for forensic pathology/autopsy coverage during periods of absence, not to exceed eight (8) weeks (40 days) per year. CONTRACTOR shall provide the department with at least fifteen (15) working days written notice before taking an absence utilizing a subcontractor to provide services to the department who has not been pre-screened and authorized by the Sheriff-Coroner to provide forensic pathology services during CONTRACTOR's absence. CONTRACTOR shall provide the department with at least three (3) working days written notice before taking an absence utilizing a subcontractor to provide services to the department who has been pre-screened and authorized by Sheriff-Coroner to provide forensic pathology services during CONTRACTOR's absence. CONTRACTOR to arrange subcontract services, including liability and other required insurance, and in conformance with paragraph 16 of this Agreement. The department shall compensate the subcontractor directly for services rendered during CONTRACTORs approved absences (vacation). The CONTRACTOR shall be responsible for compensating the approved subcontractor during periods of absence attributed to outside employment, scheduled court appearances, or other professional requirements. As described in paragraph e) above, CONTRACTOR agrees to utilize a subcontractor pathologist that has been pre-screened and authorized by Sheriff-Coroner when utilizing a subcontractor to catch up on reports that the Sheriff-Coroner's Office has identified as "PAST DUE."

l) At CONTRACTOR's sole cost and expense, attend forensic pathology related trainings, conferences, and meetings as necessary to maintain the minimum requirement for continuing medical education and California medical licensure, and to remain current on topics related to the practice of forensic pathology.

m) Ensure continued success of Coroner operations, with active participation as requested by Sheriff-Coroner.

n) CONTRACTOR, at the direction of the Sheriff-Coroner, may from time to time perform autopsies requested by a surviving spouse, parent, child or next-of-kin pursuant to Government Code Section 27520. These shall be considered private autopsies, and CONTRACTOR shall be compensated by the requestion family member at usual and customary fees for such services. Fees shall be consistent with those charged by regional forensic pathologist. Microscopic or other special examinations requested by other persons and/or agencies beyond the requirement of the Sheriff-Coroner for determining the cause and manner of death may be performed with the approval of the Sheriff-Coroner and the next-of-kin. The party requesting such additional services will be billed the usual and customary fees

for such services rendered by CONTRACTOR. If this arrangement were in place, the family request autopsy would not count towards the 33 per year number cap described in Exhibit B-3 related to compensation.

o) Autopsies performed by the CONTRACTOR at the request of the COUNTY for a Mass Fatality Incident shall not be counted against the CONTRACTORs 33-autopsy cap in any fiscal year. In the event the COUNTY experiences a Mass Fatality Incident exceeding capabilities of CONTRACTOR then COUNTY will request assistance through the Napa Operational Area and State of California Office of Emergency Services Region II Coroner Mutual Aid Coordinator. CONTRACTOR shall not be responsible for cost associated with the services not performed by CONTRACTOR and requested by COUNTY through the Napa Operational Area and State of California Office of Emergency Services Region II Coroner Mutual Aid Coordinator.

p) Autopsies performed by the CONTRACTOR on behalf of Allied / Out-of-County Agencies (Solano County In-Custody Deaths, Solano County Officer Involved Shootings, etc.) shall not be counted against the CONTRACTORs 33-autopsy cap.

q) Two (2) scene visits per fiscal year, per availability of CONTRACTOR, at no cost to COUNTY, then $450 per hour for subsequent scene visits.

II. Services to be provided by COUNTY.

a) COUNTY shall provide Medical and Forensic Autopsy Assistant at COUNTY's cost.
b) COUNTY shall provide clerical staff for transcription of autopsy reports from dictation (CONTRACTOR may elect to utilize his own transcription service if preferred).
c) COUNTY shall provide office space for CONTRACTOR at the Coroner Facility, to include a computer, telephone line, printer, internet access, and IT support.

EXHIBIT B-3

COMPENSATION

Commencing with the effective date of this Third Amendment and continuing throughout the term (from July 1, 2025, to June 30, 2027), the total cost for provisions of the services set forth in this Agreement shall be as follows:

For Fiscal Year 2025-2026: Two Hundred Fifty Thousand Dollars ($250,000). CONTRACTOR shall invoice COUNTY for monthly installments of this amount, divided evenly among the 12 months. For Fiscal Year 2026-2027: Two Hundred Fifty Thousand Dollars ($250,000). CONTRACTOR shall invoice COUNTY for monthly installments of this amount, divided evenly among the 12 months

After thirty-three (33) autopsies have been completed by CONTRACTOR in the fiscal year, CONTRACTOR shall be compensated Two Thousand Five Hundred Dollars ($2500) for each additional autopsy in the fiscal year. The $2500 fee will be charged for each autopsy over the 33-autopsy cap, and the fee will remain the same for both "routine" autopsies and more complex autopsies (Officer Involved Shootings, Homicides, In-Custody Deaths, etc.). Fee includes all external examinations, medical records reviews and consultations. External examinations, medical records examinations shall not count towards the 33-autopsy count.

For services requested by the Sheriff-Coroner beyond the normal Scope of Services, CONTRACTOR shall be compensated at the rate of Four Hundred Fifty ($450) per hour.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1219

TO: Board of Supervisors

FROM: Oscar Ortiz - Sheriff-Coroner

REPORT BY: Rollie Soria - Sheriff's Administrative Manager

SUBJECT: Annual AB 481 Use Policy and Equipment Report

RECOMMENDATION

Adopt a Resolution reviewing and reaffirming the continued use of certain law enforcement equipment in accordance with California State Assembly Bill 481 and reaffirming Napa County Ordinance No. 1476 relating to the Military Equipment Policy and approving the annual military equipment report. (No Fiscal Impact)

BACKGROUND

California State Assembly Bill 481 (AB 481) was authored by Assembly member David Chu (D-San Francisco) to address funding, acquisition and use of certain law enforcement equipment. The intent of AB 481 stems from the Department of Defense Law Enforcement Support 1033 Program (1033 Program), which transfers military equipment to non-military law enforcement agencies. The Sheriff's Office does not participate in the 1033 Program. The legislation, however, also creates more transparency, oversight and accountability in the use and acquisition of other law enforcement equipment that could be described as "military equipment" by language in AB 481. Governor Gavin Newsom signed AB 481 into law on September 30, 2021.

AB 481 requires California law enforcement agencies, including Napa County Sheriff's Office, to obtain applicable governing body approval of a military equipment use policy by ordinance and to seek approval for continued use of any qualifying equipment acquired prior to January 1, 2022, and annually thereafter. On April 19, 2022, the Board of Supervisors conducted a first reading of Ordinance No. 1476, approving the Sheriff's Office military equipment use policy and authorizing the continued use of certain law enforcement equipment. A second reading and adoption of Ordinance No. 1476 occurred on May 3, 2022.

AB 481 also requires the Board of Supervisors to annually review the ordinance approving the funding, acquisition, or use of military equipment and to vote on whether it should be renewed. (Government Code Section 7071(e)(1).) An annual equipment report must also be presented to the Board for review. In May,

2024, the Board of Supervisors adopted Ordinance No. 1490 reviewing and reaffirming previously adopted Ordinance No. 1476 as it relates to the Sheriff's Office military equipment use policy and approving the annual equipment report. The Board's Ordinance No. 1490 also provided that future review and approval/disapproval of the policy may be made by resolution of the Board of Supervisors.

Requested Actions:

1. Review Ordinance No. 1476, the Sheriff's Office Policy 704 - Military Equipment, and the Annual Military Equipment Report

2. Adopt the attached Resolution reaffirming the Ordinance and continuation of the Policy and authorizing the continued use of certain law enforcement equipment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	If not approved, the Sheriff's Office would not be compliant with AB 481 and community safety could be compromised.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 1537 (State CEQA) and there for CEQA is not applicable.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, REVIEWING AND APPROVING THE SHERIFF'S OFFICE MILITARY EQUIPMENT POLICY PURSUANT TO AB 481

WHEREAS, AB 481, signed into law in September 2021, requires California law enforcement agencies to obtain approval from their governing body of a miliary equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires that the governing body make certain findings with respect to the military equipment use policy prior to its approval as set forth in Government Code Section 7071(d)(l); and

WHEREAS, the Napa County Sheriff's Office does not possess any equipment that was purchased from the military, but is interpreting AB 481 broadly in the spirit of transparency; and

WHEREAS, the Napa County Board of Supervisors adopted Ordinance No. 1476 in May, 2022, in compliance with AB 481, making the requisite findings and approving the Military Equipment Policy, which was attached to Ordinance No. 1476 as Exhibit A; and

WHEREAS, AB 481 requires that the Board of Supervisors annually review Ordinance No. 1476 and vote on whether the Ordinance should be renewed; and

WHEREAS, the Napa County Board of Supervisors adopted Ordinance No.1490 in May 2024, reaffirming Ordinance No. 1476 and the Policy, making the requisite findings, and allowing future review and approval to be made by resolution; and

WHEREAS, the Military Equipment Policy was made, and continues to be made, available to the public via the Napa County Sheriff's Office website; and

WHEREAS, the Sheriff's Office has submitted an annual military equipment report, attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by **t**he Napa County Board of Supervisors:

1. The Board has reviewed the following: the relevant ordinances, the Military Equipment Policy (Policy No. 704) and the annual (2025) Military Equipment Report submitted by the Sheriff's Office.

2. Ordinance No. 1476 and the Military Equipment Use Policy is hereby reaffirmed, and the Military Equipment Policy shall continue to remain in full force and effect.

3. The Board further finds that the considerations and standards set forth in Government Code Section 7071(d)(l) have been met:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
b. The Military Equipment Policy will continue to safeguard the public's welfare, safety, civil rights, and civil liberties;
c. The purchase of new equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
d. Military equipment use has complied with the Military Equipment Policy No. 704, approved by the Board in 2022.

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 22th day of July 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: S. Darbinian Deputy County Counsel Date: July 7, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A

MILITARY EQUIPMENT REPORT

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). While the Legislatures defines our equipment as military equipment, this Office defines this equipment as law enforcement equipment.

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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704.2 POLICY

It is the policy of the Napa County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Napa County Sheriff's Office (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

[Insert attachment here]

704.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Office's policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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NAPA COUNTY OFFICE OF SHERIFF-CORONER

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OSCAR ORTIZ
Sheriff - Coroner

Commitment to
Community

Napa County Sheriff

AB 481
Equipment Report

2025

Considerations:

The AB481-reportable equipment inventory sheets contained within this document were compiled during Q1 2025. Since the last report, no new qualifying reportable equipment categories have been added to inventory.

With respect to costs, funding, annual upkeep expenses and estimated effective lifespan, every effort has been made to be as accurate as possible while at the same time acknowledging that many factors directly affecting those aforementioned values are unpredictable.

Costs associated with the following items represent the best estimates at the time this document was prepared. Many of these items are not purchased from manufacturers, but from dealers, who adjust costs in accordance with market factors beyond the predictive abilities or control of Napa SO.

Due to the unpredictable nature of the law enforcement profession, many of the item estimated upkeep costs and effective lifespans are best estimates and may vary greatly on a year-to-year basis, due to the availability of training, type of operational incidents or other factors.

“Annual Allocation” refers to the quantity needed “on hand” over the course of a calendar year to meet all reasonably-anticipated operational and training needs. Some items may be carried over in inventory year to year depending on operational/training tempo.

With respect to terminology, “expendable equipment” items are items that typically have a one-time use and then cannot be used again, such as chemical agents or smoke grenades.

In an effort to be as efficient as possible, many items, both “expendable” and otherwise have operational applications across a diverse set of Napa SO missions. For example, “40mm launcher (single and multi-shot capability)” is an item that is utilized by Napa SO Patrol, SWAT, Mobile Field Force and other auxiliary assignments. The cost and unit allocation estimates that state “across all divisions” represents the best estimation of the requirements for those items to fill all needs for the Sheriff’s Office.

Additionally, there are costs for non-AB481 equipment that are intrinsically tied to the costs for the following items. For example, slings, carrying cases, magazines, sighting systems, flashlights, cleaning supplies, batteries and other non-AB481 reportable items are not included in the cost estimations, unit allocation or upkeep portions of this report.

It should also be noted that the legislature has designated these items as “military equipment”. While the military may use some of the same equipment, the Sheriff’s Office (SO) deems all of this equipment as law enforcement equipment. Much the same as the military using handcuffs, there are items in common. The manner and reason they are used is significantly different.

For many years, this office has also displayed and offered education about our equipment and why we use it. The vast majority of equipment on this list was approved for funding through the County of Napa. From our Citizen’s Academy to National Night Out, we have always been open for discussion and education

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31. Ballistic Breaching rounds
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33. Lenco Bearcat G3 Armored Rescue Vehicle
34. Incident Command Vehicle
35. Rapid Response Incident Command Vehicle

40 mm launcher (single and multi-shot capability)

Description:
The 40 mm less lethal launcher is de-escalation tool that has the ability to deploy multiple types of 40 mm projectiles in both single and multi-shot capabilities in order to gain compliance and lessen the intensity of a situation.

Purpose & Use:
A 40 mm launcher is used to deploy less lethal munitions and chemical agents for a variety of missions

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit costs of $1,000 - $4,000. Annual estimated training and operational allocation of approximately 30 units across all divisions. Estimated effective lifespan 10+ years.

NSO procedural rules that govern use:
The 40 mm launcher shall be used by NSO Deputies in accordance with all applicable laws and polices during legitimate law enforcement actions.

Training Requirements:
Must complete annual qualification and regularly required refresher training.

Compliance Protocols:
Use of the 40 mm launcher shall conform to all relevant NSO policies, including but not limited to NSO Use of Force, Control Devices and Techniques, SWAT and Crisis Negotiation Teams policies, as well as all local, state and federal use of force laws.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Spede-Heat 40mm Round

Description:
The Spede-Heat 40mm Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat 40mm Round is designed to deliver one dual-ported chemical or smoke canister from a 40mm launcher at various ranges, product dependent. The Spede-Heat 40mm Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) and Saf-Smoke. Spede-Heat 40mm round is deployed from a 40mm launcher.

Purpose & Use:
The Spede-Heat 40mm Round can be used to conceal tactical movement. They can be used in crowd control management during unruly or riot behavior. The purpose of the Spede-Heat 40mm Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for different distances and chemical agent or smoke deployments.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $25. Annual estimated training and operational allocation of approximately 4 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the Spede-Heat 40mm Round.

Compliance Protocols:
Use of Spede-Heat 40mm Round shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force policies.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Ferret Round-40MM

Description:
The Ferret 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. It is available with either liquid or powder carrier for the agent. The payload can hold OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

Purpose & Use:
The Ferret 40mm Round is a non-burning and suitable for indoor use. Used primarily by tactical teams, is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of the structure or vehicle. Is primarily used to dislodge barricaded subjects from very small confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $27. Annual estimated training and operational allocation of approximately 20 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the Ferret 40mm Round.

Compliance Protocols:
Use of the Ferret 40mm Round shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

40MM Muzzle Blast Round

Description:
The 40mm Muzzle Blast Rounds incorporate an aluminum shell and utilize smokeless powder as the propellant. The 40mm Muzzle Blast Rounds are designed to deliver chemical agents in the immediate area (30 feet) of the grenadier. The 40mm Muzzle Blast Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). 40mm Muzzle Blast is deployed from a 40mm launcher.

Purpose & Use:
The 40mm Muzzle Blast Rounds are widely used as a crowd management solution for the immediate and close deployment of chemical agent in crowd control management during unruly or riot behavior, specifically and only against the agitators. However, it has proven successful during tactical operations. As a pain compliance round for crowd management of those engaged in criminal activity, the 40mm Muzzle Blast Rounds are an excellent device for deploying chemical laden powder at close ranges for indoor or outdoor operations. The 40mm Muzzle Blast provides instantaneous emission of chemical agent directly at or on riotous, non-compliant subjects close to the police line or within confined spaces. As a tactical round, the Muzzle Blast Rounds have been used in operations such as barricaded subjects, room clearing, space denial, and a means of contaminating crawl spaces and attics. The purpose of the Muzzle Blast Round is a de-escalation tool to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. Potentially lessening the intensity of situation.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $50.00. Annual estimated training and operational allocation of approximately 1 unit.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the 40mm Muzzle Blast Rounds.

Compliance Protocols:
Use of the 40mm Muzzle Blast Rounds shall conform to all relevant NSO policies, including but not limited to NSO SWAT and Crisis Negotiation Teams, Hostage and Barricade Incidents and Mobile Field Force policies. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Smoke- handheld smoke grenade devices

Description:
The handheld smoke grenade devices utilize an M201A1 Fuze with enclosed canister that come in a variety of sizes, colors, configurations that uses HC (Hexachlorethane) and SAF-Smoke. Smoke is discharged through gas ports located on the canister.

Purpose & Use:
Handheld smoke grenade devices can be used to conceal tactical movement. It can be used to detect and/or dislodge a barricaded subject. It can also be used as an emergency signaling device. The different configurations allow for indoor or outdoor deployments.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $43.00. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use handheld smoke grenade devices.

Compliance Protocols:
Use of handheld smoke grenade devices shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

40 MM Warning/Signaling Round

Description:
The 40mm Aerial Warning/Signaling Round series are a de-escalation tool designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of marking or irritant payloads. These distances are 50,100,200 and 300 meters from the point of origin. The munition is deployed from a 40mm launcher.

Purpose & Use:
40mm Aerial Warning/Signaling Round are used to distract/disorientate individuals and provide less lethal response against potential threats. It is also effective in directing the movement of unruly or riot behavior crowds.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $40. Annual estimated training and operational allocation of approximately 5 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the 40mm Aerial Warning/Signaling Round.

Compliance Protocols:
Use of the 40mm Aerial Warning/Signaling Round shall conform to all relevant NSO policies, including but not limited to NSO Policy Control Devices and Techniques, SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Exact/Direct Impact 40MM Sponge Munitions

Description:
The Exact Impact 40 MM Sponge Munition is a lightweight, high-speed projectile consisting of a plastic body and sponge nose. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent.

The Direct Impact 40 MM Foam Munition is a lightweight projectile that consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The munition is deployed from a 40mm launcher.

Purpose & Use:
The Exact Impact 40 MM Sponge Munition and the Direct Impact 40 MM Foam Round is a point-of-aim, point-of-impact, direct-fire munition and de-escalation tool that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM).

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $26.25. Annual estimated training and operational allocation of approximately 40 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition.

Compliance Protocols:
Use of the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition shall conform to all relevant NSO policies, including but not limited to NSO Policy Control Devices and Techniques, SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force polices.
Must maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Pepper Ball launcher and Munitions

Description:

The Pepperball launchers are a de-escalation tool designed to give patrol officers an easy to operate non-lethal option. The launchers uses PepperBall .68 caliber round or VXR projectiles and is powered by either HPA or an 88, 12 or 8 gram single use CO2 cartridge.

Pepperball projectiles contain 2.5-5.0% PAVA. It is effective for direct impact and area saturation. .68 caliber and weigh 2.5 grams.

Purpose & Use:

Lawful application of force delivered with the intent to subdue or render non-threatening. The less lethal munitions may be used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved. It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Launcher Unit cost of $1,200 per launcher. Annual estimated training and operations allocation of approximately 10 launchers across all divisions. Estimated effective lifespan for launchers are 10+ years. A Pepperball projectile unit costs $1.50 - $7.00. Annual estimated training and operational allocation of approximately 800 units. All Pepperball projectiles have a life span of 3 years.

NSO procedural rules that govern use:

The Pepper Ball launcher shall be used by NSO Deputies in accordance with all applicable laws and polices during legitimate law enforcement actions.

Training Requirements:

Must complete annual qualification and regularly required refresher training.

Compliance Protocols:

Use of the Pepper Ball launcher shall conform to all relevant NSO policies, including but not limited to NSO Use of Force, Control Devices and Techniques, SWAT and Crisis Negotiation Teams policies, as well as all local, state and federal use of force laws.

Public complaint procedures:

Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Chemical Agents- handheld delivered grenade devices

Description:
The Chemical Agents handheld grenade devices utilize an M201A1 Fuze with enclosed canister that come in a variety of sizes, configurations and irritant payloads. In the OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) configurations, pelletized chemical agent is discharged through a gas port(s) from the canister.

Purpose & Use:
The Chemical Agents handheld grenade devices are a de-escalation tool which can also be used to conceal tactical movement. They can be used in crowd control management during unruly or riotous behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. The purpose of Chemical Agents handheld grenade devices is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allow for indoor or outdoor deployments.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $58. Annual estimated training and operational allocation of approximately 15 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use Chemical Agents handheld grenade devices.

Compliance Protocols:
Use of Chemical Agents handheld grenade devices shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Stinger Grenade

Description:
The Stinger Grenade with Safety Clip is a combination Less Lethal Impact Munitions (LLIM) and Distraction Device that may incorporate optional CS (Chlorobenzylidenemalononitrile) or OC (Oleoresin Capsicum) laden powder, if desired. The Stinger Grenade is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC.

Purpose & Use:
The Stinger Grenade is a de-escalation tool most widely used in crowd control management during unruly or riot behavior, specifically and only against agitators. As well as tactical deployment situations to detect and/or dislodge barricaded subjects. Upon deployment, the blast is sufficient to project the rubber balls (32 cal. /60 cal. Option) and optional chemical agent in a 50-foot radius.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $50. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the Stinger Grenade.

Compliance Protocols:
Use of the Stinger Grenades shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

12-Gauge-Drag-Stabilized Munition

Description:
The 12-Gauge Drag Stabilized Munition is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. The rounds are also available as green marking powder.

Purpose & Use:
12-Gauge Drag Stabilized Munition is a point-of-aim, point-of-impact, direct-fire munition and de-escalation tool that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM). The munition is deployed from a designated and clearly marked less lethal 12-gauge shotgun.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $9.00. Annual estimated training and operational allocation of approximately 250 units.

Training Requirements:
Deputies must successfully complete department-approved training to be able to use 12-Gauge Drag Stabilized Munitions.

Compliance Protocols:
Use of 12-Gauge Drag Stabilized Munitions shall conform to all relevant NSO policies, including but not limited to NSO Policy Control Devices and Techniques, SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Mobile Field Force policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

12-Gauge Muzzle Bang/Launching Cartridge (1370 Launching Cup)

Description:
The 12-Gauge Muzzle Bang / Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management during unruly or riot behavior as well as tactical deployment situations against or for propelling grenades (Chemical Agent/Smoke) when using the 1370 Launching Cup.

Purpose & Use:
The 12-Gauge Muzzle Bang / Launching Cartridge used alone produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45° angle. This round should not be direct fired at personnel. It is a de-escalation tool used for crowd management against criminal agitators in crowd control situations to lessen the intensity of a situation. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry.

Launching Cartridge application: The 12-Gauge Muzzle Bang / Launching Cartridge used in conjunction with the 1370 Launching Cup provides the operator with the ability of projecting the Pocket Tactical family of hand delivered grenades or the Combined Systems 5230(b) CS grenade.. The use of the Launching Cup will project the grenades further than can be hand delivered. This increases the distance between operators and crowds, reducing the chance for injuries to both parties

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $8.25/ea. Annual estimated training and operational allocation of approximately 40 units. Unit cost of the launching cup is $420.00. Estimated effective lifespan 10+ years.

Training Requirements:
Deputies must successfully complete department-approved training to be authorized to use the 12-Gauge Muzzle Bang / Launching Cartridge and launching cup.

Compliance Protocols:
Use of the 12-Gauge Muzzle Bang / Launching Cartridge shall conform to all relevant NSO policies, including but not limited to NSO Use of Force, SWAT and Crisis Negotiation Teams, Hostage and Barricade Incidents and Mobile Field Force policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

BP-2 Noise/Flash Diversionary Device (NFDD) Delivery Pole

Description:
The BP-2 NFDD delivery pole enhances safety and performance when delivering a NFDD. The BP-2 allows an operator the most effective way to break and rake a window, deliver a NFDD into an opening and prevent the device from coming in contact with people.

Purpose & Use:
NFDD's are used to distract suspects during high-risk operations. Use of the BP-2 allows for direct control of the NFDD placement.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $2,000. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

NSO procedural rules that govern use:
The BP-2 NFDD delivery pole shall only be handled by trained deputies. NFDD's will be installed by trained deputies. Members of the SWAT team and auxiliary members have been provided in-person hands-on training on the device.

Training Requirements:
Every operator shall show competency when using the BP-2 NFDD delivery pole. Deputies must complete training on NFDD's from certified instructors prior to deployment and receive annual instruction on deployment and use.

Compliance Protocols:
Use of BP-2 NFDD Delivery Pole as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies. Must also maintain compliance with local, state and federal storage, transportation and handling regulations, as well as all local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Noise/Flash Diversionary Device (NFDD AKA – Flashbangs) – 12 gr and 4 gr Single and Multi Fuse.

Description:
NFDD utilizes an M201A1 type fuse with Hex design steel body. The bodies are reloadable and are reusable up to 25 times. The charges are available in full 12-gram loads, or 4 gram training charges. Comes in single, six, and nine fuses.

Purpose & Use:
NFDD's are a de-escalation tool used to distract suspects during high-risk operations.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $41.50 - $47.24/ea. Annual estimated training and operational allocation of approximately 50 units.

NSO procedural rules that govern use:
NFDD's shall only be handled by trained deputies. Charges for the NFDD's will be installed by trained deputies. All devices shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by NFDD training standards.

Training Requirements:
Certified instructors much complete certification every four years. Deputies must complete training to use NFDD from certified instructors prior to deployment and receive annual instruction on deployment and use.

Compliance Protocols:
Use of NFDD as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations, as well as all local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Electronic Noise/Flash Diversionary Device (ENFDD AKA – Flashbangs) – 1.4 gram

Description:
NFDD utilizes a reusable electronic "smart initiator" with a microprocessor that verifies all safety conditions are met. The body is a single use reload that does not contain flash powder. The ratio of fuel to oxidizer in each body reservoir is designed to reduce sensitivity.

Purpose & Use:
NFDD's are a de-escalation tool used to distract suspects during high-risk operations.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $50/ea. Annual estimated training and operational allocation of approximately 50 units.

NSO procedural rules that govern use:
NFDD's shall only be handled by trained deputies. Charges for the NFDD's will be installed by trained deputies. All devices shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by NFDD training standards. This specific device is not considered a destructive device until the fuse and reload are assembled.

Training Requirements:
Certified instructors much complete certification every four years. Deputies must complete training to use NFDD from certified instructors prior to deployment and receive annual instruction on deployment and use.

Compliance Protocols:
Use of NFDD as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies.
Must also maintain compliance with local, state and federal storage, transportation and handling regulations, as well as all local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Recon Robotics Throwbot (AKA- Throwbot)

Description:
The Throwbot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments.

Purpose & Use:
The Throwbot is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:
Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Unit cost approximately $15,000. Annual estimated training and operational allocation of approximately 1 units. Estimated effective lifespan 5+ years.

NSO procedural rules that govern use:
The Throwbot shall only be handled and controlled by trained deputies.

Training Requirements:
Deputies do not need to complete any formal training to be able to control the Throwbot with its easy-to-use, handheld controller.

Compliance Protocols:
Use of the Throwbot as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Response to Bomb Calls policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Robotex Avatar Tactical Robot (AKA- Avatar)

Description:
The Avatar is a robot platform that allows the operator the ability to inspect a dangerous situation through instantaneous video and audio reconnaissance (including push-to-talk/ two-way audio capability) without the need to send personnel in to assess the situation. Optionally, the Avatar robot can be fitted with a "claw" that can provide limited lift/move/carry/manipulate of small objects.

Purpose & Use:
The Avatar is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:
Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Unit cost approximately $25,000. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

NSO procedural rules that govern use:
The Avatar shall only be handled and controlled by trained deputies.

Training Requirements:
Deputies do not need to complete any formal training to be able to control the Avatar with its easy-to-use, handheld controller.

Compliance Protocols:
Use of the Avatar as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Response to Bomb Calls.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

DJI/SKY Hero/Inspired Flight sUAS (AKA – Drones)

Description:
The Drones are deployable small unmanned aerial systems (sUAS) utilized to keep personnel safe. They are aerial system that the operator can fly at different altitudes, speeds, and into several areas to gain access to video of potentially dangerous or isolated areas. The Drones consist of sUAS produced by DJI, Sky Hero, and Inspired Flight.

Purpose & Use:
The Drones are used in place of a person to gain a video feed of isolated or dangerous areas that could put Deputies and Officers into harm's way.

Cost & Quantity Allocation:
Drones are purchased through the Drone budget or other grant related funding. Repairs are done in house or sent off to a third-party company at the cost of the Drone budget. At this time, there are no recurring payments or annual fees associated with our sUAS fleet. Estimated effective lifespan 2+ years. The cost of a new sUAS can range from $6,000 for a small individually issued drone to $18,000 for a specific use drone (interior drone). These prices are carefully calculated and planned for the following year unless an emergency arises such as an aircraft becoming inoperable.

NSO procedural rules that govern use:
The Drones shall only be handled and controlled by trained deputies.

Training Requirements:
Deputies on the Drone team are put through a rigorous in-house training obstacle course designed, set up, and proctored by veteran drone pilots. In conjunction with in-house training, Drone pilots are sent to training to gain their Federal Administration of Aviation part 107 remote pilot's license. Regularly scheduled meetings and trainings are also conducted by the team.

Compliance Protocols:
Use of the Drones as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy sUAS and SWAT policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Zistos Under-the-Door Camera (AKA- Under-Door-Camera)

Description:
The Under-the-Door Camera provides a safe and covert way to view into a room.

Purpose & Use:
The Under-the-Door Camera provides operators the ability to gain critical mission information with limited penetration.

Cost & Quantity Allocation:
Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit at approximately $13,000.00. Estimated effective lifespan 5+ years.

NSO procedural rules that govern use:
The Under-the-Door Camera shall only be handled by trained deputies.

Training Requirements:
Deputies do not need to complete any formal training to be able to control the Under-the-Door-Camera with its easy-to-use, handheld controller.

Compliance Protocols:
Use of the Under-the-Door Camera as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident and Response to Bomb Calls.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Short barreled select fire AR-15 style rifle (various configurations)

Description:
A Short barreled select fire AR-15 style rifle available in a variety of calibers, barrel lengths and configurations.

Purpose & Use:
The short barreled select fire AR-15 style rifle is the type of firearms that SWAT team members are issued and employ for a wide variety of missions.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $1500. Ongoing costs determined by rounds fired operationally and in training, routine and preventative maintenance. Annual estimated training and operational allocation of approximately 20 units. Estimated effective lifespan 10+ years.

NSO procedural rules that govern use:
The rifle shall be assigned and used by NSO Deputies members who meet the department-set rifle qualifications.

Training Requirements:
Must complete annual rifle qualification and regular firearms training.

Compliance Protocols:
Use of A Short barreled select fire AR-15 style rifle as part of Law Enforcement Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy Firearms policy, as well as all local, state and federal use of force laws.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Sub-compact select fire weapon system

Description:
A sub-compact select fire weapon system is a shoulder fired weapon system that varies in calibers.

Purpose & Use:
A more compact, more easily concealed weapon system that can be deployed for appropriate situations.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $0.00 – legacy items already exist in inventory. Estimated annual upkeep determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

NSO procedural rules that govern use:
The sub-compact select fire weapon system shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:
Must complete annual SWAT firearms qualification and regularly required firearms training.

Compliance Protocols:
Use of the sub compact select fire weapon system shall conform to all relevant NSO policies, including but not limited to NSO Policy Firearms, SWAT and Crisis Negotiation Teams, as well as all local, state and federal use of force laws.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Firearms Suppressor (various calibers, lengths, attachment styles)

Description:
A suppressor is a device typically attached at the end of a barrel of a firearm.

Purpose & Use:
A suppressor is used to muffle and distort the sound of a firearm as it is fired.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $1,200. Annual estimated training and operational allocation of approximately 20 units (up to 1 unit per rifle). Estimated annual upkeep costs determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

NSO procedural rules that govern use:
The suppressor shall be used by NSO Deputies for legitimate law enforcement activities.

Training Requirements:
Must complete annual qualification and regularly required firearms training.

Compliance Protocols:
Use of a suppressor shall conform to all relevant NSO policies, including but not limited to NSO Policy Firearms, SWAT and Crisis Negotiation Teams policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Infrared laser (IR) designator (various configurations)

Description:
Infrared Laser signaling device.

Purpose & Use:
IR laser is used as a "laser pointer" style pointing device that can be seen through night vision and has the capability of attaching to a weapon system. IR lasers are not visible to the naked human eye.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $2000. Annual estimated training and operational allocation of approximately 4 units. Estimated annual upkeep costs dependent on warranty coverage and routine/preventative maintenance. Estimated lifespan 5+ years.

NSO procedural rules that govern use:
IR laser device shall be used by SWAT team members under the direction of the SWAT team Commander.
Use of the IR Laser designator shall conform to all relevant local, state and federal legislation.

Training Requirements:
Show proficiency in manipulation and annual qualification.

Compliance Protocols:
Use of the IR laser designator shall conform to all relevant NSO policies, including but not limited to NSO Policy Firearms, SWAT and Crisis Negotiation Teams policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Tactical Bolt-Action Rifles (various calibers/configurations)

Description:
The tactical bolt-action rifles are bolt-action firearms of various calibers, barrel lengths, ammunition-feeding mechanisms with optional, interchangeable sighting system(s).

Purpose & Use:
Used by the SWAT Designated Marksman (DM) for a variety of missions to provide a highly precise lethal force option at extended ranges.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $3000. Annual estimated operational, maintenance, and training cost of $300. Annual estimated training and operation of approximately 3 units. Estimated lifespan 10+ years.

NSO procedural rules that govern use:
Tactical bolt-action rifle(s) shall only be used by SWAT team members under the direction of the SWAT team Commander.
Use of tactical bolt-action rifle(s) shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:
Must complete annual SWAT rifle qualification and regularly required firearms training

Compliance Protocols:
Use of the tactical bolt-action rifle shall conform to all relevant NSO policies, including but not limited to NSO Policy Firearms, SWAT and Crisis Negotiation Teams policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Armor Piercing (AP) projectiles (various calibers)

Description:
AP rounds is designed to penetrate through hardened material that other rounds are unable to.

Purpose & Use:
For the designated marksman (DM) to have the capability to stop various types of vehicles and penetrate harden objects.

Cost & Quantity Allocation:
This expendable piece of equipment has no unique or temporary funding source. Unit cost of $2.50/round. Annual estimated training and operational allocation of approximately 500 units.

NSO procedural rules that govern use:
AP rounds shall be used by SWAT team members under the direction of the SWAT team Commander.
Use of AP rounds shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:
Must complete annual SWAT rifle qualification and regularly required firearms training

Compliance Protocols:
Use of the AP round shall conform to all relevant NSO policies, including but not limited to NSO Firearms and SWAT and Crisis Negotiation Teams policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Remotec Andros F6 Bomb Squad Robot

Description
The Remotec Andros F6 is a deployable remote and/or wired unmanned vehicle used for locate and render safe Bomb Squad operations.

Purpose and Use
The Remotec Andros F6 is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:
This equipment has no unique or temporary funding source. Unit cost: $229,968.6. Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the Bomb Squad budget funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 10+ years.

NSO procedural rules that govern use:
The Remotec Andros F6 is operated by all members of the Bomb Squad. Any auxiliary members have been provided in-person hands-on training on the vehicle and its capabilities.

Training Requirements
Deputies do not need to complete any formal training to be able to control the Remotec Andros F6 with its easy-to-use, handheld controller.

Compliance Protocols
Use of the Remotec Andros F6 robot shall conform to all relevant NSO policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

DETONATING CORD (DET CORD) (AKA – PRIMACORD) –Various grain weights per linear foot

Description:
PRIMACORD detonating cords (Det Cord) are flexible linear explosives with a core of PETN explosive encased in a textile outer jacket. They are available in various grain weights per linear foot.

Purpose & Use:
PRIMACORD is an energetic material component in explosive breaching charge construction.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Unit cost of $0.69/linear foot. Annual estimated training and operational allocation of approximately 4000 linear feet across all divisions.

NSO procedural rules that govern use:
Det Cord shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Det Cord shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:
Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.
Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:
Use of Det Cord as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies, as well as all local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

NONEL (NONELECTIC DELAY DETONTOR) –Various lengths of orange shock tube

Description:
NONEL nonelectric delay detonator consist of a length of orange shock tube with a High Strength detonator attached to one end. They are available in various lengths.

Purpose & Use:
Nonel is an energetic material component in explosive breaching charge construction.

Cost & Quantity Allocation:
This expendable equipment has no unique or temporary funding source. Quantity of 60 units per case at a cost of $484.00/case. Annual estimated training and operational allocation of approximately 700 units across all divisions.

NSO procedural rules that govern use:
Nonel shall be handled only by EOD and/or Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Nonel shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:
Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.
Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:
Use of Nonel as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incidents, Response to Bomb calls policies, as well as all local, state and federal use of force legislation.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

BALLISTIC BREACHING SHOTGUN

Description:
A short-barrel pistol-gripped 12-gauge pump action shotgun that has been modified to best perform ballistic breaching tasks. The breaching shotgun is designed to work in correlation with specific breaching rounds or slugs.

Purpose & Use:
When it is properly employed, a breaching shotgun can provide teams with safe and fast door breaching. Ballistic breach may also be employed to breach non-traditional barriers.

Cost & Quantity Allocation:
This piece of equipment has no unique or temporary funding source. Unit cost of $800/ea. Annual estimated training and operational allocation of approximately 2 units. Annual estimated upkeep costs dependent on rounds fired and preventative maintenance. Estimated effective lifespan 10+ years.

NSO procedural rules that govern use:
The Breaching Shotgun shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:
Deputies must successfully complete a basic or higher-level Ballistic Breaching Course and receive regular refresher training.
Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:
Use of the Ballistic Breaching Shotgun as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

BALLISTIC BREACHING ROUND (HOLLOW POINT CUTTER ROUND)

Description:
The Ballistic Breaching Cutter Round is designed to work in correlation with a Ballistic Breaching Shot gun. The Ballistic Breaching Cutter Round is encased in a 12-gauge shotgun casing and usually consists of a hardened steel slug.

Purpose & Use:
A Ballistic Breaching Cutter Round is a shotgun shell specially made to be fired through hardened barriers, cut through concrete re-bar, penetrate security glass, car doors and punch into automotive engine blocks.

Cost & Quantity Allocation:
This expendable piece of equipment has no unique or temporary funding source. Unit cost of $45/box. Annual estimated training and operational allocation of approximately 5 units.

NSO procedural rules that govern use:
The Ballistic Breaching Cutter Round shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:
Deputies must successfully complete a basic or higher-level Ballistic Breaching Course taught by an appropriate training company.
Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:
Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

BALLISTIC BREACHING ROUND (various material components)

Description:
The Ballistic Breaching Round is designed to work in correlation with a Ballistic Breaching Shotgun. The Ballistic Breaching Round is encased in a 12-gauge shotgun casing and usually consists a variety of different materials allows for versatility of use based on target analysis.

Purpose & Use:
When properly utilized for a ballistic breaching task, it is designed to impact and structurally weaken the object it hits (thereby weakening the structure enough to allow successful tactical breaching) and then disperse into a relatively harmless powder.

Cost & Quantity Allocation:
This expendable piece of equipment has no unique or temporary funding source. Unit cost of $40/box. Annual estimated training and operational allocation of approximately 10 units.

NSO procedural rules that govern use:
The Ballistic Breaching Round or Slug shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. They shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:
Deputies must successfully complete a basic or higher-level Ballistic Breaching Course. Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:
Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy SWAT and Crisis Negotiation Teams, Hostage and Barricade Incident, Response to Bomb Calls policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

EVI 2017 HDS Bomb Squad Command Vehicle

Description
Command vehicle equipped with Bomb Squad operational and diagnostic equipment.

Purpose and Use
Command vehicle allows Bomb Squad members to deploy direct to scene with the necessary equipment and tools needed for render safe procedures.

Cost & Quantity Allocation:
This equipment has no unique or temporary funding source. Unit cost of $224.447.21/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

NSO procedural rules that govern use:
The Bomb Squad Command Vehicle is operated by all members of the Bomb Squad and auxiliary members have been provided in-person hands-on training on the vehicle and its capabilities.

Training Requirements
Every driver must possess a valid driver license, show competency when operating the Bomb Squad Command Vehicle, and be up to date on the POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols
Use of the Bomb Squad Command Vehicle shall conform to all relevant NSO policies, including but not limited to Vehicle Operations and Parking Procedures and Vehicle Use policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

LENCO BEARCAT G3 ARMORED RESCUE VEHICLE

Description
Off road and rural mission armored vehicle, seats 10-12 fully equipped officers, open floor plan that allows for rescue of downed personnel.

Purpose and Use
Armored rescue vehicle system in a rugged off-road platform to provide enhanced and safer emergency response in rural regions and natural disasters scenarios for a variety of missions where standard armored SWAT vehicles would experience challenges. Optionally equipped with ram, and additional de-escalation tools which include a "ramcam" that can penetrate a wall to allow live video feed inside a structure, technology meshing to allow the use of advanced technologies on scene, a chemical agents injector unit to allow safe dispersal of chemical agents into a hostile environment, and all steel construction.

Cost & Quantity Allocation:
This equipment has no unique or temporary funding source. Unit cost of $400,000/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

NSO procedural rules that govern use
The Lenco Bearcat G3 is primarily operated by auxiliary drivers whose purpose is to drive and operate equipment on the Bearcat. However, all members of the SWAT team and auxiliary members have been provided in-person hands-on training on the vehicle and its capabilities.

Training Requirements
Every driver must possess a valid driver license, show competency when operating the Lenco Bearcat G3, and be up to date on the POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols
Use of the Lenco Bearcat shall conform to all relevant NSO policies, including but not limited to Vehicle Operations and Parking Procedures and Vehicle Use policies.

Public complaint procedures:
Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Incident Command Vehicle

Description

The incident command vehicle a 2002 Freightliner 33-foot diesel Incident Command Vehicle and is a public safety command and control vehicle typically used to facilitate public safety communication, provide a temporary command/control location and resources for public safety incidents.

Purpose and Use

The Incident Command Vehicle is typically used for pre-planned or emerging public safety events where a meeting/command post positioned closer to the event/incident best assist with the meeting, command, communication and resources required for the event. While most events are directly related to law enforcement incidents or disaster response, nothing prevents the Incident Command Vehicle from being utilized as an effective community outreach tool for visibility, security and effective communication during pre-planned non-emergency events, which includes multiple workstations for office-type work.

Cost & Quantity Allocation:

This equipment has no unique or temporary funding source. Unit cost of $220,000/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

NSO procedural rules that govern use:

The Incident Command Vehicle has a variety of sub-systems that include communication systems, equipment storage and meeting/briefing supplied that can be operated by all members of the Sheriff Office. Sheriff's Office members who have been provided in-person hands-on training on the vehicle and its capabilities are authorized to drive the vehicle.

Training Requirements

Every driver must possess a valid driver license, show competency when operating the Incident Command Vehicle, and be up to date on any POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols

Use of the Incident Command Vehicle shall conform to all relevant NSO policies, including but not limited to Vehicle Operations and Parking Procedures and Vehicle Use policies.

Public complaint procedures:

Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

Rapid Response Incident Command Vehicle

Description

The incident command vehicle a 2022 Ford Transit Van 23-foot high-roof gasoline engine Incident Command Vehicle, and is a public safety command and control vehicle typically used to facilitate public safety communication, provide a temporary command/control location and resources for public safety incidents.

Purpose and Use

The Incident Command Vehicle is typically used for pre-planned or emerging public safety events where a meeting/command post positioned closer to the event/incident best assist with the meeting, command, communication and resources required for the event. The smaller size allows for faster response, improved maneuverability/accessibility based on location and terrain. While most events are directly related to law enforcement incidents or disaster response, nothing prevents the Incident Command Vehicle from being utilized as an effective community outreach tool for visibility, security and effective communication during pre-planned non-emergency events, which includes multiple workstations for office-type work and emergency dispatch.

Cost & Quantity Allocation:

This equipment has no unique or temporary funding source. Unit cost of $250,000/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

NSO procedural rules that govern use:

The Incident Command Vehicle has a variety of sub-systems that include communication systems, equipment storage and meeting/briefing supplied that can be operated by all members of the Sheriff Office. Sheriff's Office members who have been provided in-person hands-on training on the vehicle and its capabilities are authorized to drive the vehicle.

Training Requirements

Every driver must possess a valid driver license, show competency when operating the Incident Command Vehicle, and be up to date on any POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols

Use of the Incident Command Vehicle shall conform to all relevant NSO policies, including but not limited to Vehicle Operations and Parking Procedures and Vehicle Use policies.

Public complaint procedures:

Napa SO Department Personnel Complaint Policy shall apply to all personnel complaints.

ORDINANCE NO. 1476

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

The Board of Supervisors of Napa County hereby finds and declares the following:

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies, such as the Sheriff's Department, to obtain approval from their governing body, of a miliary equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires that the governing body make certain findings with respect to the military equipment use policy prior to its approval as set forth in Government Code Section 7071(d)(1); and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, in order to comply with AB 481, the Sheriff's Department has submitted its Military Equipment Use Policy No.706 for the Board's review and adoption, along with the Military Equipment Report.

NOW THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1. The Board finds that the considerations and requirements in Government Code Section 7071(d)(1) have been met. Specifically, the Board makes the following findings:

A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

D. There was no prior policy on use of military equipment and therefore no findings can be made with respect to compliance of prior use with prior policies.

SECTION 2. Napa County Sheriff Department Policy No.706, entitled "Military Equipment," and attached hereto as Exhibit A, is hereby adopted and approved.

SECTION 2. This Ordinance shall take effect thirty (30) days after its passage.

SECTION 3. The Board of Supervisors finds that adoption of this ordinance is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 4. A summary of this Ordinance shall be published at least once five days before adoption and at least once before the expiration of 15 days after its passage in the Napa Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 19th day of April, 2022, and passed at a regular meeting of the Board of Supervisors of the County of Napa, State of California, held on the 3rd day of May, 2022, by the following vote:

AYES:	SUPERVISORS	PEDROZA, RAMOS, DILLON and GREGORY
NOES:	SUPERVISORS	NONE
ABSTAIN:	SUPERVISORS	NONE
ABSENT:	SUPERVISORS	WAGENKNECHT

NAPA COUNTY, a political subdivision of the State of California

By: _____

RYAN GREGORY, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *S. Darbinian* Date: April 11, 2022	Date: May 3, 2022 Processed By: Deputy Clerk of the Board	By:

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON May 5, 2022.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

ORDINANCE NO. 1490

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, REVIEWING AND APPROVING PREVIOUSLY ADOPTED ORDINANCE NO. 1476 RELATING TO THE SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

WHEREAS, AB 481, signed into law in September, 2021, requires California law enforcement agencies to obtain approval from their governing body of a miliary equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires that the governing body make certain findings with respect to the military equipment use policy prior to its approval as set forth in Government Code Section 7071(d)(l); and

WHEREAS, the Napa County Sheriff's Office does not possess any equipment that was purchased from the military, but is interpreting AB 481 broadly in the spirit of transparency; and

WHEREAS, the Napa County Board of Supervisors adopted Ordinance No. 1476 in May, 2022, in compliance with AB 481, making the requisite findings and approving the Military Equipment Use Policy, which was attached to Ordinance No. 1476 as Exhibit A; and

WHEREAS, the Military Equipment Use Policy was made, and continues to be made, available to the public via the Napa County Sheriff's Office website; and

WHEREAS, AB 481 requires that the Board of Supervisors annually review Ordinance No. 1476 and vote on whether the Ordinance should be renewed; and

WHEREAS, the Sheriff's Office has submitted an annual military equipment report, attached to this Ordinance as Exhibit A.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION I. The Board has reviewed the following: Ordinance No. 1476, the Military Equipment Policy (No. 704) attached to Ordinance No. 1476, and the annual (2024) Military Equipment Report submitted by the Sheriff's Office.

SECTION II. Ordinance No. 1476 is reaffirmed and both Ordinance No. 1476 and the Military Equipment Policy shall continue to remain in full force and effect.

SECTION III. The Board further finds that the considerations and standards set forth in Government Code Section 7071(d)(l) have been met:

A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

B. The military equipment use policy will continue to safeguard the public's welfare, safety, civil rights, and civil liberties;

C. The purchase of new equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

D. Military equipment use has complied with the Military Equipment Policy No. 704, approved by the Board in 2022.

SECTION IV. Annual review of Ordinance No. 1476, the Military Equipment Policy and future military equipment reports may be reviewed and approved/disapproved by resolution of the Board of Supervisors.

SECTION V. This Ordinance shall take effect thirty (30) days after its passage.

SECTION VI. The Board of Supervisors finds that adoption of this ordinance is not a project as defined by14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION VII. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage

in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 7th day of May 2024, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 21st day of May 2024, by the following vote:

AYES:	SUPERVISORS	PEDROZA, COTTRELL, GREGORY, RAMOS, AND GALLAGHER
NOES:	SUPERVISORS	NONE
ABSTAIN:	SUPERVISORS	NONE
ABSENT:	SUPERVISORS	NONE

NAPA COUNTY, a political subdivision of the State of California

JOELLE GALLAGHER, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: S. Darbinian Deputy County Counsel By: Brandon Aguilera Code Services Date: May 14, 2024	Date: May 21, 2024 Processed By: Deputy Clerk of the Board	By:

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET, ROOM 310, NAPA, CALIFORNIA ON May 22, 2024.

, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1283

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Sheriff's Administrative Manager

SUBJECT: School Resource Officer Agreement with Napa County Office of Education

RECOMMENDATION

Approve and authorize revenue Agreement No. 170821B with Napa County Office of Education to provide a School Resource Officer at Juvenile Court and Camille Creek Community School. (Fiscal Impact: $123,552 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

Since Fiscal Year 2014-2015, Sheriff's Office has provided Napa County Office of Education (NCOE) with a Deputy Sheriff as a School Resource Officer (SRO). The SRO provides campus safety at Juvenile Court and Camille Creek Community School. Juvenile Court and Camille Creek Community School, located on Imola Avenue in the unincorporated area of Napa County, services the educational needs of students who are under protection or authority of Juvenile Court or those who are referred from school districts due to truancy, behavioral issues, or expulsion. The goals of providing an SRO are to create a safe and drug free school, promote positive social skills and healthy development of youth. The SRO duties include substance abuse prevention, early intervention, violence prevention, implementation of safe school policies and community partnerships.

NCOE has once again requested renewal of the revenue agreement to provide funding to Sheriff's Office, which offsets the cost to place a Deputy Sheriff as an SRO.

Requested Action:

Approve and authorize the Chair to sign revenue Agreement No. 170821B with the Napa County Office of

Education for a maximum of $123,552 to place a Deputy Sheriff as a School Resource Officer at Juvenile Court and Camille Creek Community School during the 2025-2026 school year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate for the Napa County Sheriff's Office to provide a Deputy Sheriff to serve as the School Resource Officer for NCOE. Under this agreement, NCOE reimburses the County for the full cost of services to be provided plus administrative overhead expenses.
Is the general fund affected?	Yes
Future fiscal impact:	This agreement is reviewed on an annual basis subject to NCOE funding. Appropriations are budgeted accordingly.
Consequences if not approved:	If this item is not approved, the Sheriff's Office will not receive offsetting revenue to cover the expense of placing a Deputy Sheriff as a School Resource Officer at Juvenile Court and Camille Creek Community School.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY OFFICE OF EDUCATION
& NAPA COUNTY
Agreement No. 170821B

School Resource Officer Services Funding Agreement

This Agreement is made and entered into this 22ND day of July, 2025, by and between the Napa County Office of Education, a public educational agency, whose business address is 2121 Imola Avenue, Napa, California 94599, hereinafter referred to as "NCOE" and Napa County, a political subdivision of the State of California, whose business address is 1195 Third Street, Room 310, Napa, California 94559, hereinafter referred to as "COUNTY."

RECITALS

Whereas, NCOE desires to have a COUNTY School Resource Officer (SRO) assigned to expand campus safety at Camille Creek Community School operated by the Napa County Office of Education located at 2121 Imola Avenue, Napa, California.

Whereas, the COUNTY School Resource Officer provides services to juveniles pursuant to California law; and

Whereas, COUNTY is willing and able to make the desired placement under the following terms and conditions.

TERMS

Now, therefore, the parties agree as follows:

1.) **Term:** The term of this Agreement shall commence on August 13, 2025 and end on June 5, 2026.

2.) County Obligations:

a.) During the term of this Agreement, COUNTY shall provide the services set forth in Exhibit "A," attached hereto and incorporated by reference herein.

b.) Submission of Payment Requests: Through its Sheriff's Office, COUNTY shall submit to NCOE written requests for payment on a quarterly basis in a form satisfactory to NCOE for services provided by COUNTY under paragraph 2(a).

3.) NCOE Obligations:

a.) Amount of payment for services: For the services provided by the COUNTY under this Agreement, NCOE shall pay COUNTY the cost in salary and benefits of the School Resource Officer (SRO) assigned in an hourly amount of $143, not to exceed a total maximum amount of 864 hours or ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED FIFTY-TWO dollars ($123,552). NCOE agrees to pay the COUNTY on a quarterly basis within 30 days of receipt of the invoice from COUNTY.

b.) Space and equipment to be provided: NCOE shall provide and pay for office space for the SRO provided for under this Agreement, including those things ordinarily associated with an office including but not limited to heat, a telephone, a desk, computer, printer and access to a FAX machine.

4.) Relationship to the Parties:

This Agreement shall not constitute, nor shall it be interpreted as constituting, an agreement for hire of the SRO by NCOE and any SRO providing services under this Agreement is, and shall continue to be, an employee of COUNTY under the supervision, management and control of COUNTY.

5.) Indemnification; Insurance:

a.) Indemnification: Both parties shall each defend, indemnify and hold harmless each other and their respective officers, employees and agents for and against any claim, action, loss, settlement or judgment arising out of the acts or failure to act of that party or its officers, employees or agents under the terms of this Agreement.

b.) Liability Insurance:

1.) General Liability: Each party shall obtain and maintain in full force and effect during the term of this Agreement, commercial comprehensive general liability insurance coverage (personal injury and property damage) or equivalent self-insurance or combination thereof, of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party to any officer, agent or employee of that party under this Agreement except for acts or omissions performed in strict compliance with express direction by the other party's governing board, officers or personnel.

2.) Comprehensive Automobile Liability Insurance: Each party shall obtain and maintain in full force and effect during the term of this Agreement, a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less that THREE HUNDRED THOUSAND DOLLARS ($300,000) combined single limit per occurrence.

c.) Certificates of Coverage: When the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverage shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall name the other party, its officers, employees, and agents as additional insured's; shall be kept current during the term of this Agreement; and shall provide that the other party shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified

copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

6.) Amendments/Modifications of Agreement:

Any requests for modifications to this Agreement shall be submitted in writing and approved by NCOE and the COUNTY.

7.) Interpretation/Venue: This Agreement is governed by California laws. Any enforcement action will be in Napa County.

8.) Termination, Notices:

Either party may terminate this Agreement for any reason by giving the other party no less than ten (10) working days advance written notice of the intent to do so. NCOE will be responsible for payment for all services rendered if the agreement is terminated early. Notice shall be deemed given for this purpose when deposited in the United States' mail, first class postage prepaid, and addressed to the following persons or their successors in office:

To COUNTY:
Oscar Ortiz, Sheriff
Napa County Sheriff's Office
1535 Airport Blvd.
Napa, California 94558

To NCOE:
Joshua Shultz, Deputy Superintendent
Napa County Office of Education
2121 Imola Avenue
Napa, California 94559

9.) No Waiver:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

10.) Severability:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

11.) Entirety of Contract:

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEROF, the parties have executed this Agreement:

NAPA COUNTY OFFICE OF EDUCATION

By:_____
JOSHUA SCHULTZ, Deputy Superintendent

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Date: July 7, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: Neha Hoskins Clerk of the Board of Supervisors By: _____

EXHIBIT "A"

WORK TO BE PERFORMED

COUNTY shall provide NCOE with the following services:

1.) **Description of Services:**

Location: Napa County Court and Community School

Schedule: Monday through Thursday with on-campus hours of 8:30 a.m. – 2:30 p.m.School Resource Officer (SRO) services that are required outside the established schedule shall be requested 72 hours in advance and will require a separate Supplemental Law Enforcement Services Contract to be billed at the same hourly rate of $145.
Deputy Sheriff will act as a School Resource Officer (SRO) at the Napa County Office of Education Camille Creek Community School.

Duties promote:
Safe School Environment
Alcohol and Drug Prevention and Early Intervention
Violence Prevention and Early Intervention
Safe School Policies
Community Partnerships

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1223

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Resolution Recognizing and Reaffirming the Importance of Freedom of the Press and the Vital Role of Independent Journalism in Promoting Democracy, Human Rights, and Good Governance

RECOMMENDATION

Adopt a Resolution recognizing and reaffirming the importance of the constitutional right to freedom of the press and the vital role of independent journalism in promoting democracy, human rights, and good governance. (No Fiscal Impact)

BACKGROUND

This matter is before the Board of Supervisors upon referral at the June 17, 2025, meeting of the Board by District 1 Supervisor Joelle Gallagher. Supervisor Gallagher requested a resolution related to the freedom of the press and the ability of the press to carry out their work without undue impediment and without fear of harassment or violence. Staff prepared the attached resolution for adoption by the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Adoption of this resolution is intended to reaffirm the Board's unwavering support of freedom of press.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, RECOGNIZING AND REAFFIRMING THE IMPORTANCE OF FREEDOM OF THE PRESS AND THE VITAL ROLE OF INDEPENDENT JOURNALISM IN PROTECTING DEMOCRACY, HUMAN RIGHTS, AND GOOD GOVERNANCE

WHEREAS, freedom of the press is foundational to American democracy and has been enshrined in the First Amendment to the United States Constitution and Article 1, section 2 of the California Constitution;

WHEREAS, Thomas Jefferson, a steady champion for the vitality of a free press and for the discharge of the solemn duty of the press to accuracy in reporting for a thriving democratic society, wrote that "[o]ur liberty depends on the freedom of the press, and that cannot be limited without being lost," and, in his Second Inaugural Address given to a cautious and hopeful people of a country at its dawn, said that when "truth and reason have maintained their ground against false opinions in league with false facts, the press, confined to truth, needs no other legal restraint;"

WHEREAS, a free and independent press promotes democratic governance by enhancing public accountability, transparency, and participation in civil society;

WHEREAS, harassment, threats, and violence against members of the free and independent press persist through the history of modern civilization, a problem for which there is no easy remedy;

NOW, THEREFORE, BE IT RESOLVED, by the Napa County Board of Supervisors, on this the 22nd day of July, 2025, that the Board:

(1) finds that a free press—

(A) is a central component of free societies and democratic governance;

(B) contributes to an informed civil society and government accountability;

(C) helps to expose corruption;

(D) enhances public accountability and transparency of governments at all levels; and

(E) disseminates information that is essential to improving public health and safety;

(2) recognizes and commends journalism's role in providing trusted, accurate, and timely information and in holding governments and leaders accountable to citizens;

(3) condemns all actions around the world that suppress press freedom and endanger the safety of journalists; and

(4) reaffirms the centrality of press freedom to promote good governance.

THE FOREGOING RESOLUTION WAS DULY, AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors on the 22nd day of July, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By:  _____ County Counsel Date: July 16, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1086

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Sheriff's Administrative Manager

SUBJECT: Sheriff's Office 2024 Annual Report

RECOMMENDATION

Receive a presentation of the Sheriff's Office 2024 Annual Report. (No Fiscal Impact)

BACKGROUND

Sheriff to present the Napa County Sheriff's Office Annual Report. The report highlights and summarizes key activities across the Sheriff's Office in 2024.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. No Action Required

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

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

2024

ANNUAL REPORT



NAPA COUNTY SHERIFF'S OFFICE | COUNTYOFNAPA.ORG/SHERIFF | @NAPACOUNTYSO

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A Message From the Sheriff



I am honored to present the 2024 Annual Report. Each year, the management team at the Sheriff's Office works with our various bureaus and teams to reflect on the previous year, analyze data points, and help us shape policy to best serve the community. As our organization grows and we see veteran staff transition to retirement, we have been challenged across the law enforcement profession with recruitment and retention. Despite staffing challenges, our uniformed Operations Division deputies continue to respond with a high level of service to over 25,000 Calls for Service throughout unincorporated Napa County, including Lake Berryessa and the unincorporated areas in Northern Napa County. Additionally, our detectives and narcotics investigators have been working hard to solve crime and do all they can to keep Napa County safe. Between the cities of American Canyon, Napa, and unincorporated Napa County, we had an unusual number of homicide cases in 2024. However, local law enforcement, including the Sheriff's Office, is well resourced to respond to these complex investigations. Deputies seized over 65 criminally possessed firearms in 2024. While crime fighting and community safety is our priority, the deputies of the Napa County Sheriff's Office do this work in a respectful, constitutional, professional, and even friendly manner. In 2024, our POPP (Problem Oriented Policing Program) deputies attended 45 different community events. While staffing for our POPP team is challenging at times, we believe that these types of outreach and community interaction opportunities are critical to a healthy partnership between our office and the public we serve.

Additionally, 2024 marks the first full year wherein the County Office of Emergency Services has been incorporated into the Sheriff's Office. The OES team has been busy at community events in addition to response needs related to wind, storm, utility outages, and fire events. In between these activities, the OES team also completed a County Continuity of Operations (COOP) Plan, and started the journey towards the completion of a Recovery Operations Plan, Multi-Jurisdictional Hazard Mitigation Plan, and an update to the County Emergency Operations Plan (EOP). The development and updating of these comprehensive documents are a vital part of disaster preparation, an important role for the OES team.

We continue to aggressively recruit, hire, and train new deputies. On page 23 of this report, notice that our age and tenure is getting younger. You will also see, however, that our workforce is well educated and more diverse, which better reflects the community we serve. In 2024, I attended Police Academy graduations in Santa Rosa and Walnut Creek throughout the year. I had the pleasure of swearing in several new deputies to our office and I look forward to swearing in more in 2025.

Napa County, and the Sheriff's Office specifically, has always prioritized and valued training. We also value the extra commitment from our deputies in specialized teams, and our community volunteer teams such as Search and Rescue, NCART, and the Posse. Our Civil and Coroner Bureau teams also pitched in and assisted in the Operations Division when needed. I am proud to work alongside all the members of this organization, both sworn and civilian, because I know the work they do, their Commitment to Community, is valued by the residents we serve.

Sheriff Oscar Ortiz

Operations Division

The Operations Division, led by Captain Jon Thompson consists of the Patrol Bureau, Investigations Bureau, Lake Berryessa, and Yountville. It has an annual budget of approximately $35.6 million. Operations also manages specialty assignments and the training cadre of the Sheriff's Office. These include teams such as SWAT, CNT, Drone, and Dive. Animal Services is also managed under the Operations umbrella.

OPERATIONS STATISTICS

SERVICE	2022	2023	2024
Reports	1743	1354	1411
Arrests	708	498	457
Misdemeanor Citations	122	91	71
Infraction Citations	68	227	323
Parking Citations	172	182	116
Accidents	3	0	0
DUI Reports	26	26	17
Vandalism Reports	68	65	63
Calls for Service	23596	25254	24073

CRIMES REPORTED	2022	2023	2024
Homicide	0	0	2
Rape	19	13	24
Robbery	6	3	5
Assault	146	116	127
Burglary	80	52	31
Larceny / Theft	142	176	164
Stolen Vehicles	7	12	6
Total Crimes	400	372	359



CRIMINAL FIREARMS SEIZED

2022	2023	2024
52	35	65

COMMON CALLS	2022	2023	2024
911 Hang Up	4853	5540	3897
Traffic Stop	1643	2001	2053
Alarm Call	1898	1825	2012
Animal Service Call	1282	1366	1388
Patrol Check	1181	842	1138
Follow-Up Activity	760	731	721
Vehicle Check	447	519	608
Suspicious	660	614	603

ANIMAL SERVICES OFFICERS STATS

Handled 4,320 incidents, some of those calls for service included:

Confined Animals	404
Dogs at Large	1084
Animal Bites	98
Injured Animals	351
Vicious Animals	40
Welfare Checks	223
Phone Call/Citizen Assist	893

Services Division

The Services Division, led by Captain Brian Kenner, consists of the Civil Bureau, Coroner Bureau, Court Security, Transportation, Records Bureau, the Crime Lab, and Property Room. It has an annual budget of approximately $12.7 million. The NSO Evidence Lab is responsible for processing crime scenes and analyzing evidence that is submitted to the crime lab. Evidence Technicians and Specialists use a variety of tools and techniques to locate and identify blood evidence, fingerprints, DNA and other physical property.

CIVIL PROCESS STATISTICS

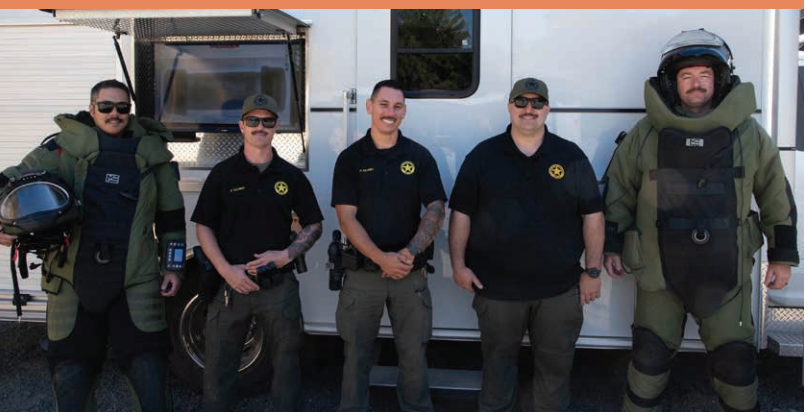
SERVICE	2022	2023	2024
Evictions Posted	240	184	125
Evictions Completed	220	188	109
DV Restraining Order	114	123	79
Other Restraining Order	96	133	93
Earnings Withholding Order	132	235	202
Bank Levy	40	136	56
Other Services	323	486	371
Total Process Services	1165	1485	1035

TRANSPORTATION BUREAU	2024
State Prison	124
State Hospitals	29
Return to other jails	55
Order to Produce/Court Hearings	99
Medical Appointments	157
Napa County Warrants	695
Agency Assists	4
Transportation Total	1,163

LAB & PROPERTY STATISTICS

Crime Scene Callouts	8
OIS Scenes	1
Vehicles Processed	13
Autopsy Evidence Collections	7
Coroner Case Decedent IDs	24
Latent Lift Comparisons (Deputy submitted lifts)	46
Ten-Print Comparison Requests	2
Latent Print Processing / DNA Swab Collections	60 cases
DNA Evidence Swabs submitted to BODE	219
DNA Buccal Swabs submitted to BODE	31
Latent Print ID	56
Cold Hit Latent Print IDs via MBIS	26
Cases resulting in DNA hits to known sources	8
Suspects identified in NSIB cases involving prison contraband smuggling	8
Cases involving jail mail laced with narcotics	17
Handgun Serial number restorations	11
Digital media/evidence requests filled	1100+
Items booked into Property	3,087
Items disposed	8,457
Firearms destroyed	125

Bomb Squad





Our Bomb Squad is a regional team that supports the counties of Napa, Solano, and Lake. Our team is trained by the FBI and is required to train 24 hours a month. In addition to our bomb technicians, the Sheriff's Office has two K9's trained to detect explosives.

4 callouts in Napa County

5 callouts outside of Napa County

4 explosive sweeps at large public events

4 public educational demonstrations

Dive Team

The Sheriff's Office Underwater Search and Rescue Team devotes countless hours to perfect their skills. This team is often called up to recover evidence or retrieve drowning victims. 2024 saw additional team members added and upgrades in equipment that enhance operational efficiency and safety.







SWAT



The Special Weapons and Tactics (SWAT) team along with the Crisis Negotiations Team (CNT) stand ready for critical incidents throughout Napa County. The teams are led by a Tactical Commander, who is a lieutenant, and supervised by sergeants. This is an auxiliary duty for our members. The SWAT team trains over 150 hours a year while CNT trains 40 hours a year.

5 Pre-planned events

4 SWAT Callouts

1 Tactical Assist

4 CNT Callouts

NSIB

Napa Special Investigations Bureau (NSIB) is a countywide taskforce that tackles quality of life issues as they relate to narcotics interdiction, human trafficking, and other sophisticated criminal activity. NSIB is also part of the Major Crimes Task Force bringing expertise in surveillance and apprehension.

The Sheriff's Office is pleased to be a part of NSIB.

STATISTICS	2022	2023	2024
Arrests	39	41	18
Cases	83	121	69
Seized Firearms	22	45	19
Seized Assets	$37,350.80	$143,806.00	$74,601.53
Seized Methamphetamine	4,297.44 grams	4,564.19 grams	34,873.57 grams
Seized Fentanyl	219.94 grams	67.34 grams	89.64 grams
Seized Cocaine	1.9 grams	1,781.55 grams	103.02 grams
Seized Psilocybin	7 grams	3,762.56 grams	246.8 grams

Notable Cases

2nd Annual Operation Reclaim and Rebuild



In January, NSIB participated in a statewide human trafficking operation. In addition to assisting other counties, NSIB conducted a rescue operation locally. Undercover detectives contacted an 18 year old victim, who had been trafficked since she was a minor. NSIB was able to determine who the victim's pimp/panderer was after he transported the victim to a "date". The pimp/panderer was arrested, later convicted, and is currently serving multiple years for his crimes after NSIB detectives conducted an investigation across several counties. The victim was provided resources by numerous agencies to help her escape sex trafficking.



Operation Dirty Laundry

NSIB investigated cases at the Napa State Hospital and Veteran's Home in Yountville where subjects were concealing contraband in laundry bags being sent to California State Prison in Vacaville. NSIB served numerous search warrants, seized hundreds of items of contraband to include 170 cell phones, 29 lbs of concentrated cannabis, 2 lbs of meth, 2 lbs of heroin and 48 vape pens. Five suspects have been arrested so far, and warrants have been issued on four others. Based on the results of the months-long operation, Vets Home administrators gained a deeper understanding for the scope of the smuggling conspiracy. After taking the proactive steps of securing the laundry bins and installing video surveillance around the facility, the criminal activity has significantly declined.

Fentanyl Pill Pusher

NSIB contacted a fentanyl dealer from the Oakland and San Francisco area. In an undercover capacity, NSIB purchased/obtained just over three pounds of Fentanyl (approx. 14,000 illicit M30 pills) from the suspect. This suspect was also wanted by Oakland PD for sexual assault upon a minor. NSIB took the suspect into custody and brought him up on federal charges where he was convicted and sent to Federal prison for 4-6 years.





Meth Bust

NSIB learned a suspect was transporting and selling large quantities of controlled substances (methamphetamine) in Napa County. NSIB detectives initiated an investigation and later authored a search warrant for the suspects residence. Upon completion of the search warrant, NSIB detectives located 10.28 pounds (4,658 grams) of methamphetamine individually packaged, drug packaging, digital scales, and indicia for the suspect. The suspect was then arrested and later held to answer on 11378 H&S-Possession of a controlled substance for the purpose of sales and 11370.4(b) H&S-Enhancement for over 10 pounds of methamphetamine.

OES

Napa County Office of Emergency Services (OES) is the primary local coordination agency for emergencies and disasters affecting residents, public infrastructure and government operations within Napa County. OES operational area covers all cities, towns, special districts, and unincorporated areas of Napa County. It works with local, state, and federal partners in emergency response, preparedness, mitigation, prevention, and recovery.

Preparedness

In 2024, OES helped Napa County secure more than $9 million in grant funding through the Hazard Mitigation Grant Program, Legislative Pre-Disaster Mitigation, and the Building Resilient Infrastructure and Communities (BRIC) initiative. This funding resulted in over $50 million for Napa County Fire Administration, fuel reduction projects across the county, and a cost-sharing program for homeowners' defensible space (DSIRC).

Response

In order to prepare for a response, OES participated in 4 exercises. One of those was a full-scale level 1 EOC Activation exercise. During 2024, OES had one activation during the February Storms

Recovery

OES has been working diligently over the years to complete the recovery efforts from previous disasters. Many projects are still being funded or reviewed with Cal OES FEMA. OES worked on the close out Operations for debris removal of the 2017 & 2020 Wildfires.

Napa Community Animal Response Team

Napa CART is a non-profit organization supported through grants and public donations. Napa CART has a current active volunteer base of 148 volunteers who are trained in the various aspects of CART operations including: Large Animal Shelter, Companion Animal Shelter, Hotline, Command Center and Team Dispatch (in conjunction with Napa County CERT teams), Field Operations (Evacuation, Shelter in place, and Animal Search and Rescue), and Animal Technical Rescue (ATR). Napa CART is overseen by liaison Sergeant James Baumgartner, and by Kelly Tracey at the Napa County Animal Shelter.

2024 STATS

- 2035.30 total team training and service hours logged
- Single 2024 deployment for mutual aid to Park Fire in Butte County with five NCART volunteers deployed for 48 hours with NCSO personnel support.
- Surprise Activation Drill in August 2024 yielded 108 volunteers available within 2 hours of initiation
- One member attended Global Animals in Disaster conference in June in Glasgow- demonstrating the CART model to the international community

SAR and Posse

Napa County SAR (Search and Rescue) is an all volunteer, non-profit, auxiliary team for the Sheriff's Office that consists of 34 active members who search for missing or lost persons. They train year-round in various specialties, and are comprised of highly dedicated individuals that NEVER pass up an opportunity to serve the community, in and out, of Napa County

2,463 hours of training

323 mission hours

1 in county callouts/searches

11 mutual aid callout/searches







The Sheriff's Office Mounted Posse consists of 11 volunteer members, all of which are mounted. The Sheriff's Posse is also an all volunteer no profit organization. This year the team lost a longtime member when Jerry Hale passed away. Jerry had been a part of the Posse for over 50 years and will be greatly missed. Rest in Peace Jerry. The team's Treasurer Debbie Peecook has also stepped away from the team and her 110% dedication will be missed.

The team had a once in a lifetime opportunity to participate in an exclusive one-on-one training sessions with Jerry Tindell. Tindell is one of North America's top horse/mule trainers.



7
community events

12
monthly training/meetings

4
range training days



Significant Events



January 2024

A Napa County Sheriff's Deputy conducted a traffic stop for a vehicle code violation just outside of Calistoga. During the traffic stop, K9 "Ruger" alerted his handler to the presence of a narcotic odor. A search of the vehicle resulted in the discovery of approximately 9 pounds of cocaine with a street value of nearly $200,000.

April 2024

American Canyon PD responded to Safeway for a shooting that had just occurred. Units from American Canyon PD, NSO Valley Patrol and detectives from NSO and Napa PD responded to the scene, located at the Safeway gas station. A gun battle ensued between the suspects and the victim. The victim and two suspects suffered gunshot injuries during the shootout. Multiple vehicles were struck by fling rounds, but no bystanders were struck. All injured parties were taken to local hospitals and medically cleared. At the conclusion of the investigation, three suspects were charged for their participation in the shooting. They are currently in custody awaiting court proceedings.





June 2024

Napa Sheriff's Deputies responded to a shooting and multiple stabbings at Lake Berryessa's Oak Shores area. A deputy arrived first and attempted to assist the shooting victim, but the person died on scene. Deputies broadcasted details about the suspect, who had fled in a vehicle, and later found the suspect's vehicle on Sage Canyon Road. The suspect, with a stab wound, was arrested after being treated at a hospital. A second stabbing victim was also treated and released. The incident began as a confrontation between two groups that escalated into a fight, leading to the shooting and stabbings. The murder suspect is awaiting court proceedings.

January | February | March | April | May | June



March 2024

American Canyon PD responded to an apartment complex after the report of a shooting. Callers stated a person had been shot, and numerous officers and fire personnel responded to the scene. The victim succumbed to his injuries and died in the ambulance. It was determined the shooter had left the scene. NSO Detectives responded to the scene and began their investigation. Detectives learned the shooting occurred after the victim had been physically assaulted. The victim armed himself with a firearm and proceeded to walk towards the shooter's area. The shooter came out of an apartment and shot at the victim. Detectives identified the shooter, and submitted their case to the Napa County District Attorney's Office.

April 2024

An American Canyon High School Resource Officer began an investigation on an allegation of sexual misconduct between a Physical Education teacher assigned to American Canyon High School and a juvenile student. A robust follow up investigation was initiated by NSO detectives. Several interviews and search warrants were conducted during the investigation. These search warrants included electronic devices which yielded videos and other related evidence. During the evidence processing, detectives were able to identify a second victim from a different jurisdiction.



and Cases of 2024



September 2024

Both 7-Eleven convenient stores in American Canyon were robbed at gunpoint on the same night. NSO Detectives were assigned to follow up on the robberies. During this period, other 7-Elevens were robbed by the same suspects throughout the Bay Area. Detectives collaborated with various agencies to include Contra Costa County Sheriff's Office, Richmond PD, Solano County Sheriff's Office and NSIB. The suspects were arrested by Redwood City PD. Both arrestees were identified as the suspects from the American Canyon robberies. The cases were submitted to the Napa County District Attorney's Office.

December 2024

A robbery occurred at the Safeway gas pumps in the City of American Canyon. The clerk operating the gas pump kiosk was handed a note demanding money from the safe by a suspect wearing a face mask. The clerk gave approximately $60,000 over to the suspects. Napa County Sheriff's Detectives were able to locate a suspect vehicle and with the help with NSIB Detectives, a suspect and a residence were identified. After a search warrant was executed in Vallejo, Detectives seized an unserialized handgun, an unserialized AR-15 style pistol, an unserialized SKS style rifle, a Tec-9 style pistol, brass knuckles, ammunition, high-capacity magazines, suppressors, illegal narcotics, and drug paraphernalia. At least one suspect has been arrested in connection with the robbery.



July | August | September | October | November | December



August 2024

Napa County Sheriff's Deputies were called to Domaine Carneros for the report of an auto burglary where over $4,000 in cash, designer handbags, and IDs were stolen from the vehicle. Using surveillance footage on scene, a suspect vehicle was identified. The vehicle was registered to an address in Benicia and through the use of Flock, the vehicle was seen recently entering the city of Benicia. Benicia PD assisted NSO Deputies by arresting the driver of the vehicle after he attempted to flee on foot. Inside the vehicle, NSO Deputies were able to recover the property stolen from the auto burglary.

October 2024

A residential burglary was interrupted by the homeowner in rural Napa County. The suspect, Chad Terp, fled on foot and stole a Ford F550 work truck from a nearby winery. The truck was later found near Rio Vista, CA. NSO Patrol Deputies investigated related burglaries and thefts, including incidents at Hillside Christian Center and Eagle Vines Golf Course. Forensic evidence, photo line-ups, and security footage led to Terp's identification. He was arrested and is currently in custody.



K9

The K9 Team, as always, provides the county with an unmeasurable amount of experience and benefit. Having a K9 on each patrol team in the Valley and in American Canyon offers the county numerous opportunities for narcotic searches, explosive searches, suspects at large, minimizing use of force, and community engagement. This year we unfortunately had two K9 handlers become injured and felt the loss of them on the team. Hoping to see them make full recoveries and add an additional handler, or two, in 2025.



TOTAL PATROL DEPLOYMENTS - 42

50
Apprehensions

31
Peaceful Resolution

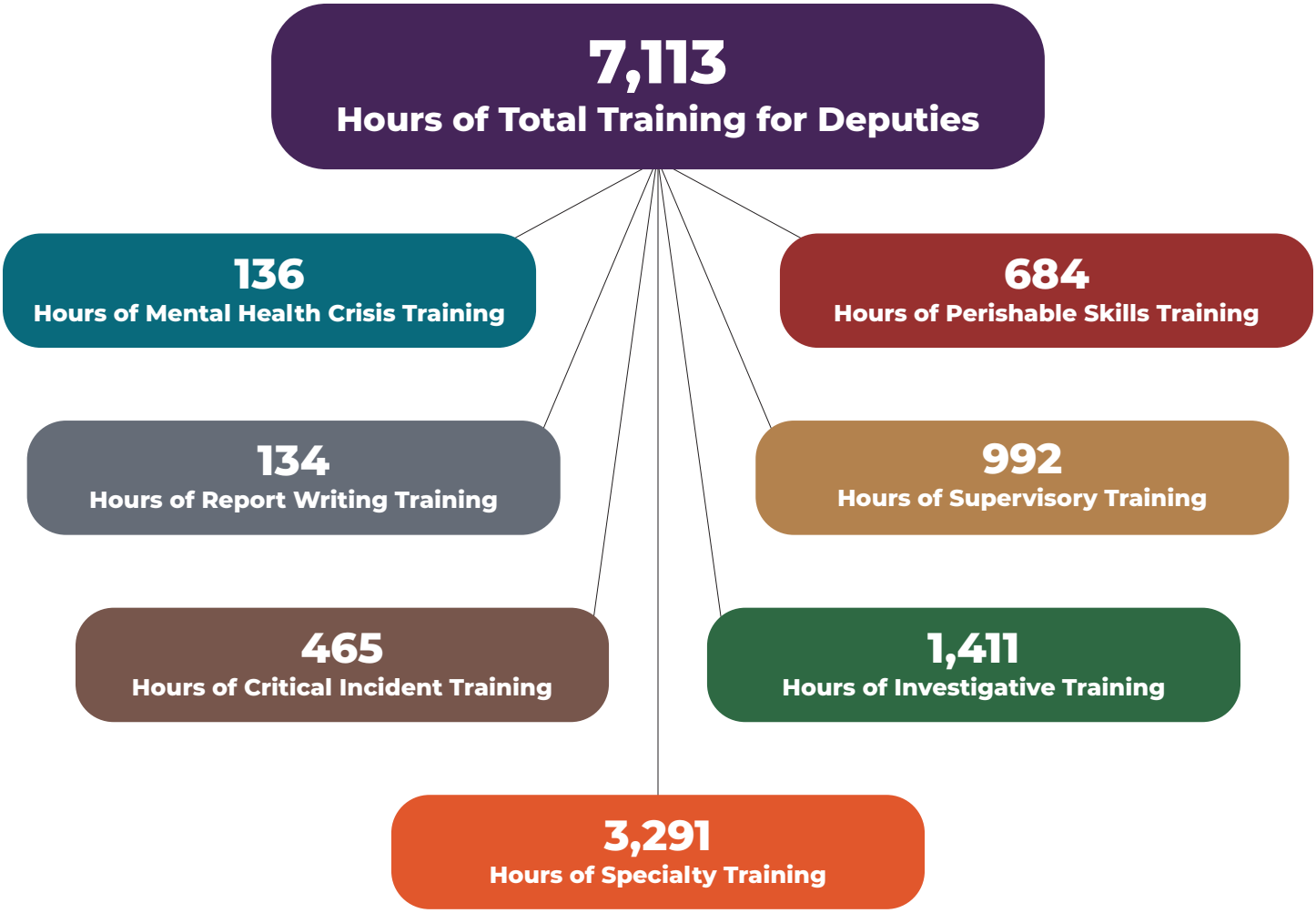
1
Resulted in Bite

TOTAL NARCOTIC DEPLOYMENTS - 32

389g
Methamphetamine

8.8g
Cocaine

Training Stats



Our office continues to value training and education so that we can best serve our community. Similar to other professions and industries, our workforce is getting younger, and we are seeing experienced veterans starting their retirement chapters. As we continue to recruit to keep up with attrition, this year we processed over 200 applicants for police academy positions, hired 13 new employees for the Sheriff's Office, and invested over 7,000 hours of training to our sworn staff. The majority of our current staff possess Associate's or Bachelor's Degrees and our hiring standards remain high, evident by the fact that while attending the academy graduations for our newest deputies in 2024, we often saw them receive various awards for their performance in the academy.

Stats

Hiring

The hiring process involved info sessions/hiring seminars with over 600 people across all classifications, over 200 deputy sheriff trainee applicant oral boards and dozens of backgrounds.

1 Promotion	**3 Part Timers**
11 New Hires	**2 Lateral Hires**

Senate Bill 2 (SB2)

In 2023, Napa SO was routine-audited by POST for both SB2 reporting and backgrounds. We received 100% compliance marks on both checks. All sworn deputies have current certifications with POST with no restrictions or negative actions. Several deputies qualified to increase their POST certification status to Intermediate or Advanced, which is based on a combination of training, college education and years of service.

First Aid

NSO hosted First Aid/CPR/AED Refresher classes taught by AMR.

Firearms

The Range staff developed and tested an RDS Transitional Course over eighteen months. The course provided 16 hours of instruction and focused on threat focus tactics over the course of two days.

To date, approximately 35 deputies have transitioned to the RDS platform leaving the traditional iron sights platform behind.

Emergency Vehicle Operations (EVOC)

NSO provided 5 PIT training courses to 81 deputies. Instructors provided spike strip training during 6 briefings to 31 patrol deputies throughout 2024.

Total pursuits: 53

Valley Patrol - 15 **American Canyon - 38**

75% of the time the suspects were apprehended.
7% resulted in a Use of Force.
30% utilized PIT
21% utilized Spike Strips
28% the driver drove the wrong way against traffic

Use of Force PSP

NSO utilized technology developed by Performa-Labs in assisting with Use of Force scenario training. Performa-Labs specializes in creating software for professional training, especially in fields where speed and safety are paramount. 94 Deputies completed the course satisfying the Use of Force PSP cycle.

Additionally, 47 deputies were provided updated WRAP training during briefings.

The Arrest & Control / Use of Force Team

This auxiliary assignment is made up of sworn NSO Deputies and Sergeants. The team is primarily responsible for providing ongoing in-service training to sworn personnel for physical skills and case law updates, reviewing and tracking reported use of force incidents, providing expert testimony in criminal and civil court, staying abreast of industry trends as they pertain to use of force and developing positive community relationships.

39 unique deputies engaged in 42 use of force encounters in 2024. This is a 5% decrease in deputies that used force, and a 2% decrease in use of force encounters. When factoring in multiple deputies, the total reportable uses of force events is 78. The 78 use of force events resulted in thirty two 148PC (resisting), ten 69PC (felony assaults) and, two 243PC (battery).

The most common types of forced used by NSO Deputies in 2024 were:

TYPE OF FORCE	2023	2024
Take Downs	27 (33%)	21 (29%)
Control Holds	20 (24%)	32 (44%)
Body Control	12 (15%)	-
K-9 Bite	7 (9%)	1 (1%)
Pain Compliance	4 (5%)	4 (6%)
Personal Body Weapon	2 (3%)	1 (2%)
40mm	1 (1%)	1 (1%)
Pepperball	2 (2%)	-
OC Spray	-	-
CS Gas	1 (1%)	1 (1%)
Beanbag	2 (2%)	1 (1%)
WRAP	3 (4%)	6 (8%)
Taser	1 (1%)	4 (6%)
Firearm	-	1 (1%)

SUSPECT INJURY RATES FOR USE OF FORCE EVENTS:

2023	2024
15/43 (35%)	11/42 (26%)
Injury Rates (Excluding K9 Bites)	**Injury Rates (Excluding K9 Bites)**
8/43 (19%)	10/42 (24%)

DEPUTY INJURY RATES DURING USE OF FORCE ENCOUNTERS:

2023	2024
6/79 (8%)	7/78 (9%)

NSO Hosted Trainings

Hunters Education, 2-Day OHV Course, Pitchess Motion Course, 2-Day Leadership Course, Drug Endangered Children, CIT, and Taser Instructor.

Off-Road Enforcement Team (OHV)

Comprised of 10 Sheriff's Deputies and 1 Sergeant whose main goal is to ensure public safety and environmental preservation within the rural public lands of Knoxville in Napa County. These lands, located in the far northeast corner of Napa County and the southeast corner of Lake County, include over 52 miles of roads and trails on a total of 32,400 acres, much of which include a vast amount of environmentally sensitive areas.

2023	2024
389 Enforcement Hours	345 Enforcement Hours
4804 Miles Covered During Patrols	3498 Miles Covered During Patrols
202 Contacts	394 Contacts
138 Vehicle Inspections	231 Vehicle Inspections
12 Failed Vehicle Inspections	24 Failed Vehicle Inspections
2 Citations Issued	9 Citations Issued





Drone

The Napa Sheriff's Small Unmanned Aircraft System Team (sUAS) or Drone Team, consist of 8 pilots who have undergone strict training and licensing certified by the Federal Aviation Administration (FAA). The team has deployed 31 times in 2024 to assist on law enforcement related calls, 11 of those times were to assist neighboring agencies.

Mobile Field Force:

The 28-member dedicated team successfully conducted four comprehensive training sessions during the year, focusing on Line Formations, Wedge Formations, Encirclement, and Arrest Team Functions.

American Canyon

In 1992, American Canyon made the decision to enhance law enforcement services and establish a more visible police presence within the city. The first contract with the Napa County Sheriff's Office was signed that year, and as of 2024, deputies are still serving the community!

SUMMARY	2024	2023	2022	2021
Homicide	1	0	0	0
Rape	9	13	7	3
Robbery	16	11	16	10
Assault	94	98	147	136
Burglary	11	24	29	37
Larceny	224	256	290	280
Auto Theft	50	65	70	57
Recovered Stolen Vehicles	37	25	24	-
Calls for Service	14,776	15,294	16,702	15,903
Reports	1,234	1,173	1,814	1,671
Arrests	516	607	517	482
Misdemeanor Cites	133	172	344	242
Pursuits	39	42	67	42
Terminated Pursuits	11	14	15	-



Arrests by Home City:

Total: 516

Napa: 51

American Canyon: 103

Vallejo: 145

Others: 217

Animal Services:

Total Incidents
(All of Napa County): 4,320

American Canyon Incidents: 635



Traffic Citations Total: 766

Local Roads: 573

Highway 29: 193

Stop Sign Violations: 192

Speeding: 223

School Bus Stop: 100

Driving w/ Cell Phone: 24

DUI Arrests: 41

DUI Arrests Involving Drugs: 9

Total Collisions: 127

On Local Roads: 75

On Highway 29: 52

Fatalities: 0

Injuries: 35

Non-Injury: 92

Calls for Service

NSO: 24,073

ACPD: 14,776

American Canyon Middle School:

Calls for Service: 32

Reports Taken: 10

American Canyon High School:

Calls for Service: 67

Reports Taken: 20

Use of Force Incidents: 23

5150 Holds: 2

Illegal Firearms Seized: 50

Yountville

The Town of Yountville has contracted with the Napa County Sheriff's Office to provide law enforcement services to the town since incorporation on February 4, 1965. The Sheriff's Office is responsible for the protection of life and property, the maintenance of order, the control and prevention of crime, and the enforcement of vehicle laws and regulations.

Members contracted to the Town of Yountville have attended Public Safety and Emergency Preparedness Workshops, and preformed limousine/hired driver education and enforcement within the Town of Yountville. They also attended Yountville Days Parade, Art, Sip & Stroll, Rock the Ride, and Walk to End Alzheimer's. In May 2024 Sgt. James Baumgartner took over the sergeant's role in the Town of Yountville from Sgt. Mike Milat who retired.





SUMMARY	2022	2023	2024
Calls for Service	3,281	2,419	2,110
Arrests	23	33	12
Reports	95	81	45
Misdemeanor Citations	3	5	2
Infraction Citations	13	48	21
Accidents	12	6	0
DUI Reports	3	4	1
Vandalism Reports	7	2	1

CRIMES REPORTED	2022	2023	2024
Homicide	0	0	0
Rape	0	1	1
Robbery	0	0	1
Assault	7	6	4
Burglary	2	2	0
Larceny/Theft	16	11	10
Stolen Vehicles	2	1	1

Marine Unit

2024 brought another considerable amount of rainfall, filling the lake to capacity. Water activity and visitation around the lake saw a big boost with Bureau of Reclamation reporting roughly 578,000 day-use visitors.

In 2024, the Marine Unit was able to address the influx of derelict vessels along the Napa River. These efforts were able to maintain the safety and cleanliness of Napa County's waterways.

2,747 Beat 5/6 Calls for service

423 Water Calls for Service

16 Arrests (Land/Water)

179 Vehicle Checks

108 Traffic Stops

290 Vessel Stops

346 Vessel Inspections

140 Vessel Assists

241 Vessel Citations

512 Person's Assisted (Water)

29 Search & Rescues (Water)

0 Drownings

1 Homicide

1 ROV Recoveries

3 BUI Arrests

16 Vessel Accidents (11 noninjury, 4 minor injury, 1 major injury, 0 fatal)

1,380+ Hours on the Water

76 Hours on the River

2,400+ hours dedicated to the Bureau of Reclamation patrols and calls for service

Coroner's Bureau

While all Napa County Sheriff's Deputies are Deputy Coroners who may investigate deaths, there are two deputies at the office assigned as full-time Coroner Investigators. Coroner Investigators are responsible for death scene investigation, documenting circumstances of cases, and selecting manner of death in a coroner case. Manner of death is classified as accidental, homicide, natural, suicide, or undetermined. In 2024, the Coroner's Bureau processed 893 deaths in Napa County—natural, accidental and otherwise.

CORONER'S BUREAU STATISTICS

DEATHS BY MODE	2022	2023	2024
Natural	196	211	199
Accidental	45	45	49
Vehicle Accidents	12	9	13
Homicide	1	3	10
Suicide	15	13	11
Undetermined	0	2	1
Autopsies	24	12	28
Sign Outs (Death Cert Only)	568	570	582
Total Deaths to Coroner	886	854	893





POPP

Problem Oriented Policing Program

Historically, law enforcement agencies have been reactive, responding to problems reported by citizens. In this approach, an officer addresses the incident based on the report, which can be effective, but sometimes fails to tackle the underlying issues that prompted the call in the first place. Problem-Oriented Policing builds on this traditional model by training selected deputies to identify problem areas and collaborate with community stakeholders, including the public, local leaders, businesses, and other government services. The goal is to find long-term solutions that address the root causes behind law enforcement calls, ultimately improving the quality of life for residents in the affected areas.

20 Active Shooter Presentations

2 Hunter Safety Course

7 Site Security Assessments

45 Community Events

11 Napa County Probation Compliance Checks

5 DEC Cases

0 CPTED Report

Homeless Outreach

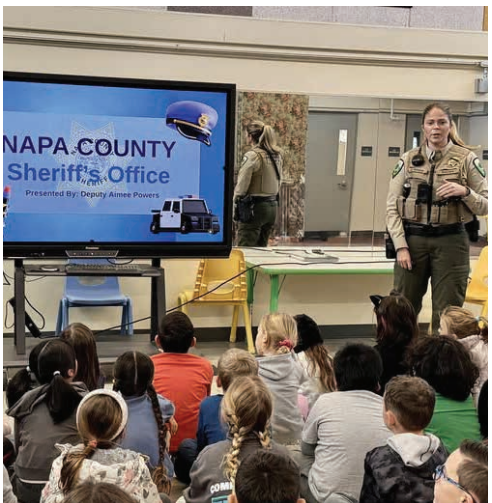
POPP has continued its efforts concerning homeless outreach. Patrol staff have assisted with providing valuable information on new and/or repopulated encampments. POPP has continued to conduct regular checks and work to coordinate clean-ups, which has shown to be the best method of deterring repopulating encampments while offering permanent/temporary housing for those in need. POPP has and will continue an open and effective relationship with Housing and Homeless Services expediting resources for persons suffering from homelessness and moving them to permanent housing.





Directed Patrol

POPP participated in directed patrols throughout the county, in areas that were of concern from complaints received from the community. The concerns/complaints included illegal dumping, trespassing, vandalism, theft and reckless drivers. POPP utilized game cameras and license plate readers in areas of concern in an attempt to capture evidence to further the investigation of crimes. POPP Deputies also patrolled areas to address the complaints. The Napa County Sheriff's Office's message board was utilized several times as a deterrent in problem areas.





Honor & Tribute

The Honor Guard provides both a symbolic and professional display of respect and gratitude for officers who have died either in the line-of-duty, while an active member of the department, or after their retirement from the department. By participating in memorials, parades and other special events, the Honor Guard provides a positive image as ambassadors of the Napa Sheriff's Office, County of Napa and the Community. The Napa Sheriff's Office Honor Guard participated in 21 different events such as, parades, sporting events, school presentations and officer funerals.

Total Line of Duty Deaths: 165

9/11 related illness 24
Aircraft accident 3
Assault 5
Automobile crash 20
COVID19 1
Drowned 2
Duty related illness 4
Fire 1
Gunfire 49
Gunfire (Inadvertent) 3
Heart attack 16
Motorcycle crash 3
Stabbed 2
Struck by vehicle 13
Vehicular assault 12

Total K9 Line of Duty Deaths: 21

Duty related illness 2
Exposure to Toxins 2
Gunfire 8
Heatstroke 4
Stabbed 1
Struck by Vehicle 2
Vehicular assault 1









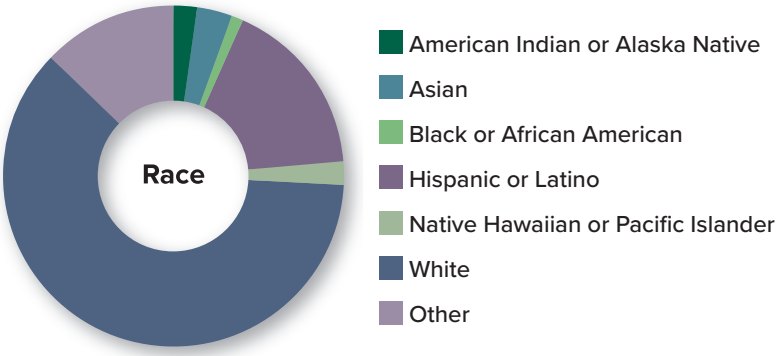
Mission Statement

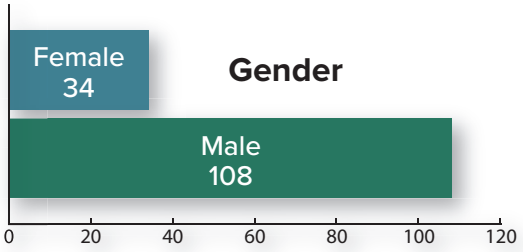
The Napa County Sheriff's Office is committed to providing the highest level of professional services to our community, while fostering partnerships based on trust and respect.

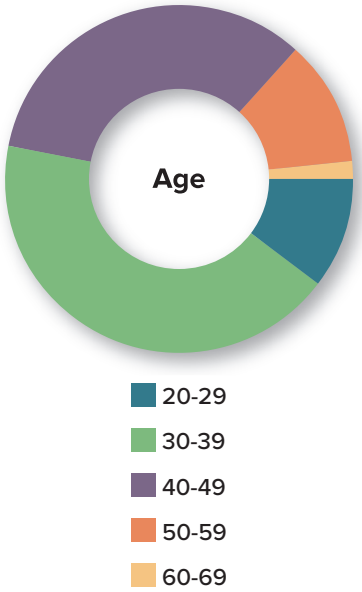
Core Values

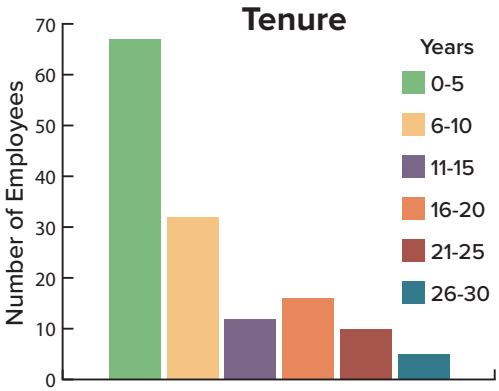
The members of the Napa County Sheriff's Office are dedicated to preserving and defending our core values. These values include obedience to the Constitution of the United States, uncompromising personal and professional integrity, compassion, fairness, and respect for the dignity of those we protect.

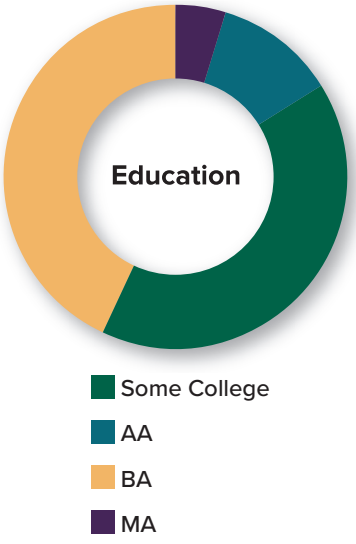
Organization Demographics







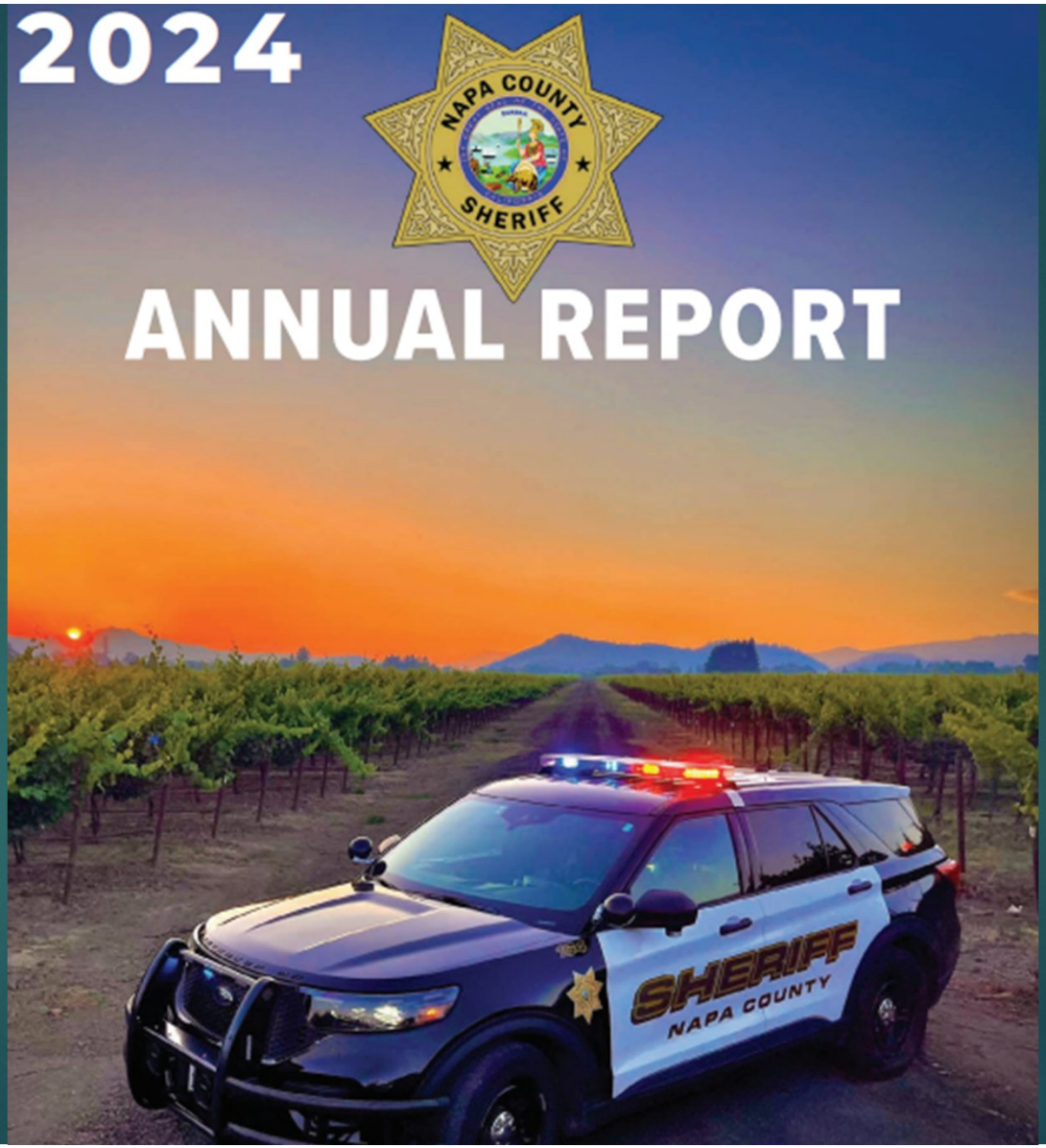






1535 AIRPORT BOULEVARD | NAPA, CA 94558 | (707) 253-4501

COUNTYOFNAPA.ORG/SHERIFF | SHERIFF@COUNTYOFNAPA.ORG | @NAPACOUNTYSO


2024
NAPA COUNTY
SHERIFF
ANNUAL REPORT
SHERIFF
NAPA COUNTY

SERVICE	2022	2023	2024
Reports	1743	1354	1411
Arrests	708	498	457
Misdemeanor Citations	122	91	71
Infraction Citations	68	227	323
Parking Citations	172	182	116
Accidents	3	0	0
DUI Reports	26	26	17
Vandalism Reports	68	65	63
Calls for Service	23596	25254	24073

COMMON CALLS	2022	2023	2024
911 Hang Up	4853	5540	3897
Traffic Stop	1643	2001	2053
Alarm Call	1898	1825	2012
Animal Service Call	1282	1366	1388
Patrol Check	1181	842	1138
Follow-Up Activity	760	731	721
Vehicle Check	447	519	608
Suspicious	660	614	603

CRIMES REPORTED	2022	2023	2024
Homicide	0	0	2
Rape	19	13	24
Robbery	6	3	5
Assault	146	116	127
Burglary	80	52	31
Larceny / Theft	142	176	164
Stolen Vehicles	7	12	6
Total Crimes	400	372	359

Coroner's Bureau

While all Napa County Sheriff's Deputies are Deputy Coroners who may investigate deaths, there are two deputies at the office assigned as full-time Coroner Investigators. Coroner Investigators are responsible for death scene investigation, documenting circumstances of cases, and selecting manner of death in a coroner case. Manner of death is classified as accidental, homicide, natural, suicide, or undetermined. In 2024, the Coroner's Bureau processed 893 deaths in Napa County—natural, accidental and otherwise.

CORONER'S BUREAU STATISTICS

DEATHS BY MODE	2022	2023	2024
Natural	196	211	199
Accidental	45	45	49
Vehicle Accidents	12	9	13
Homicide	1	3	10
Suicide	15	13	11
Undetermined	0	2	1
Autopsies	24	12	28
Sign Outs (Death Cert Only)	568	570	582
Total Deaths to Coroner	886	854	893



CIVIL PROCESS STATISTICS

SERVICE	2022	2023	2024
Evictions Posted	240	184	125
Evictions Completed	220	188	109
DV Restraining Order	114	123	79
Other Restraining Order	96	133	93
Earnings Withholding Order	132	235	202
Bank Levy	40	136	56
Other Services	323	486	371
Total Process Services	1165	1485	1035



January 2024

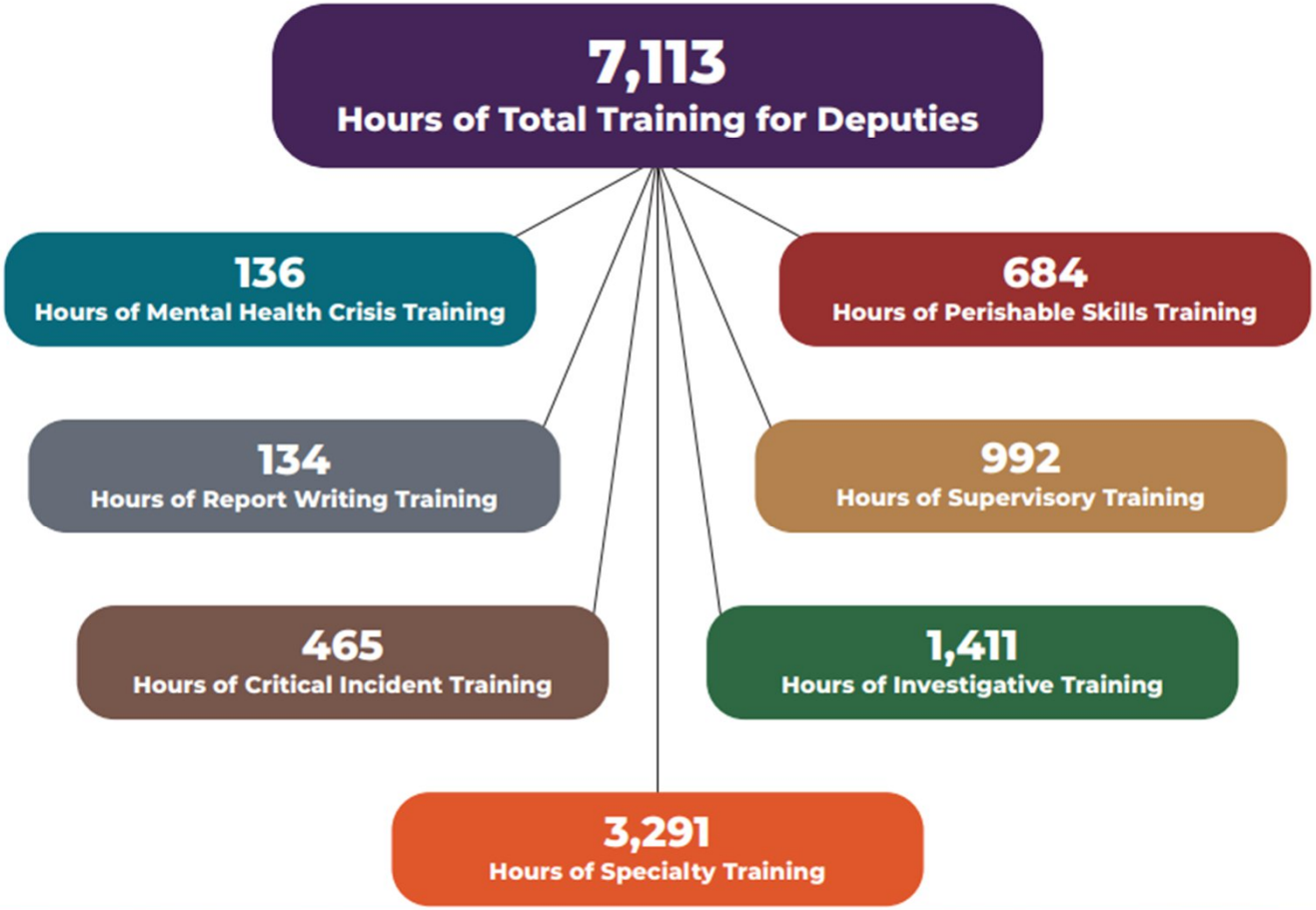
A Napa County Sheriff's Deputy conducted a traffic stop for a vehicle code violation just outside of Calistoga. During the traffic stop, K9 "Ruger" alerted his handler to the presence of a narcotic odor. A search of the vehicle resulted in the discovery of approximately 9 pounds of cocaine with a street value of nearly $200,000.



June 2024

Napa Sheriff's Deputies responded to a shooting and multiple stabbings at Lake Berryessa's Oak Shores area. A deputy arrived first and attempted to assist the shooting victim, but the person died on scene. Deputies broadcasted details about the suspect, who had fled in a vehicle, and later found the suspect's vehicle on Sage Canyon Road. The suspect, with a stab wound, was arrested after being treated at a hospital. A second stabbing victim was also treated and released. The incident began as a confrontation between two groups that escalated into a fight, leading to the shooting and stabbings. The murder suspect is awaiting court proceedings.

Training Stats









- Hired 11 deputy sheriff and/or Police Academy trainees in 2024



Staffing Temperature and “Wind Chill” factor:

- CURRENT VACANCIES: 10
- With Wind Chill, or “Feels like”: 29
  - (4 on FTO, 5 in the Academy, 10 vacancies, 1 on maternity leave, 1 on military leave, 8 on injury related leave or light duty)

Problem Oriented Policing Program
POPP





- 20 Active Shooter Presentations
- 5 Drug Endangered Children investigations
- 45 Community events
- Organized and Led efforts for National Night Out in Napa, Coffee with the Cops, and others

OES

Preparedness

In 2024, OES helped Napa County secure more than $9 million in grant funding through the Hazard Mitigation Grant Program, Legislative Pre-Disaster Mitigation, and the Building Resilient Infrastructure and Communities (BRIC) initiative. This funding resulted in over $50 million for Napa County Fire Administration, fuel reduction projects across the county, and a cost-sharing program for homeowners' defensible space (DSIRC).

Response

In order to prepare for a response, OES participated in 4 exercises. One of those was a full-scale level 1 EOC Activation exercise. During 2024, OES had one activation during the February Storms

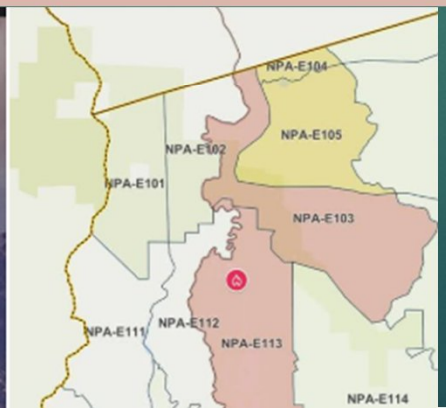
Recovery

OES has been working diligently over the years to complete the recovery efforts from previous disasters. Many projects are still being funded or reviewed with Cal OES FEMA. OES worked on the close out Operations for debris removal of the 2017 & 2020 Wildfires.









Questions?

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1106

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference With Labor Negotiators

RECOMMENDATION

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

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1310

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (3 matters)

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/22/2025 | **File ID #:** 25-1279

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Chief Executive Officer