Napa County

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

Agenda - Final

Tuesday, July 28, 2026
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

https://www.napacounty.gov/

GENERAL INFORMATION

The Board of Supervisors meets in person on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 305, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board. 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 or email clerkoftheboard@countyofnapa.org.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

PUBLIC COMMENT

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

ON A MATTER ON THE AGENDA

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

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

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

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The Board meets pursuant to the annually adopted meeting calendar available at the following link:

https://napa.legistar.com/Calendar.aspx

Members of the public may also attend all open and public meetings of the Board via two-way telephonic service by calling 707-299-1776. In the event of a disruption to the two-way telephonic service, open session will recess while good faith efforts are made to restore access, and the Board may resume open session only as permitted by Government Code section 54953.4 and the Board's adopted Remote Access Disruption Policy.

Other means of remote participation by members of the public are provided for convenience only. In the event that any of these other, remote participation options malfunction for any reason, the Board reserves the right to conduct the meeting without attempting to restore them.

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2. Watch online at https://napa.legistar.com/Calendar.aspx (click the "In Progress" link in the "Video" column).

3. Watch on Napa Valley TV Channel 28.

4. 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).

5. To listen or watch in Spanish, please visit https://www.napacounty.gov/3723/Junta-de-Supervisores

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

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

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

In the event of a telephone malfunction which cannot be resolved pursuant to the Remote Access Disruption Policy or email malfunction which prevents a member of the public from submitting or making a public comment remotely, the Board reserves the right to receive only those public comments made in person.

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) 26-67

Attachments: Pet of The Week (Sofie) (added after meeting)

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

5. CONSENT CALENDAR

Auditor-Controller

A. Accept and file the report summarizing the results of the review of Napa County's contracts with Napa Communities Firewise Foundation (NCFF). (No Fiscal Impact) 26-1409

Attachments: Report

B. Approve and instruct the Clerk of the Board of Supervisors to file the Internal Audit Plan for Fiscal Year 2026-27 and accept the results of the Fiscal Year 2025-26 Internal Audit Plan. (No Fiscal Impact) 26-1420

Attachments: Attachment A - FY 26-27 Internal Audit Plan
Attachment B - FY 25-26 Internal Audit Plan Results

Clerk of the Board

C. Approval of minutes from the June 23, 2026 regular meeting. (No Fiscal Impact) 26-106

Attachments: June 23, 2026

D. Reappoint Neil Watter to a third term as a Napa County Representative on the Napa/Solano Agency on Aging Advisory Council. Appoint Marc C. Frankenstein and Michael O'Connell as Napa County Representatives and appoint Gigi Gonzales as Napa County Alternate 1 Representative on the Napa/Solano Agency on Aging Advisory Council. The terms of office shall commence immediately and expire on June 30, 2028. (No Fiscal Impact) 26-1379

Attachments: Watter Application
Frankenstein Application
Gonzales Application
O'Connell Application

E. Reappoint George Goeggel to a fourth term, representing Auberge du Soleil/Top 5 Revenue, and Edward P. Costa to a second term, representing Carneros Resort and Spa/Top 5 Revenue, to the Unincorporated Napa Valley Tourism Improvement District Governing Committee. The terms of office shall commence immediately and expire on June 30, 2030. (No Fiscal Impact) **26-1380**

Attachments: Costa Application
Goeggel Application

County Counsel

F. Adopt a Resolution consolidating the municipal elections for the Cities of Napa, Calistoga, American Canyon St. Helena, and Town of Yountville, and district elections for the Napa County Regional Park and Open Space District, Napa Valley Community College District, Napa Valley Unified School District, Calistoga Joint Unified School District, St. Helena Unified School District, and Pope Union Elementary School District, all to be held on November 3, 2026, and authorize and direct the County Elections Official to provide election-related services with full reimbursement of any costs incurred by the County. (No Fiscal Impact) **26-1318**

Attachments: American Canyon Resolution 2026-39 Call Election
American Canyon Resolution 2026-57 Measure P
Calistoga Resolution 2026-30 Call Election
Calistoga Resolution 2026-31 Consolidation Request
Calistoga JUSD Resolution
Napa Resolution
Napa County RPOSD Resolution
Napa Valley CCD Resolution
Napa Valley USD Resolution
Pope Valley UESD Resolution
St. Helena Resolution 2026-063 Call Election
St. Helena Resolution 2026-064 Consolidation Request
St. Helena Resolution 2026-070 Measure S
St. Helena USD Resolution
Yountville Resolution
Resolution Consolidating Elections

County Executive Office

G. Adopt a Resolution updating Section 31A of the Napa County Policy Manual pertaining to technology use and security. (No Fiscal Impact; Discretionary) **26-1101**

Attachments: Resolution
Quick Reference Guide to Policy
Policy - Redline
Policy - Clean

H. Adopt a Resolution authorizing the Napa Valley Unified School District to issue general obligation bonds for School Facilities Improvement District No. 1 without further approval of the Board of Supervisors or officers of Napa County. (No Fiscal Impact) **26-1360**

Attachments: Resolution
District Resolution 26-32

I. Adopt a Resolution renewing Napa County's list of authorized representatives for submission to the state and federal agencies responsible for emergency services funding. (No Fiscal Impact) **26-1408**

Attachments: Resolution

County Fire Department

J. Approve and authorize Agreement No. 270082B with Napa Communities Firewise Foundation for the term through June 30, 2027, for community outreach, defensible space consulting, wildfire mitigation, and fuel reduction and preparation for wildfires; and approve a waiver of competitive bidding requirements and a single source award. (Fiscal Impact: $3,200,000 Expense; Fire Fund; Budgeted; Discretionary) **26-1363**

Attachments: Agreement

K. Approve and authorize Agreement No. 270082B with the California Department of Veteran's Affairs - Yountville Veteran's Home, for the term through September 30, 2026, for fire protection services. (Fiscal Impact: $538,623 Revenue; Fire Fund; Budgeted; Discretionary) **26-1364**

Attachments: Agreement

Health and Human Services Agency

L. Approve and authorize Amendment No. 2 to Agreement No. 220354B with Napa County Office of Education, to extend the term of the Agreement for one additional year through December 31, 2027, for the provision of mental health services for children and youth in Napa County schools. (No Fiscal Impact) **26-1229**

Attachments: Agreement

M. Approve and authorize Amendment No. 1 to Revenue Agreement No. 240123B with Department of State Hospitals, to extend the term of the agreement for one additional year through June 30, 2027 and increase the contract maximum by $509,609 for a new contract maximum of $2,038,433 for Fiscal Year 2026-2027, for the continued Forensic Conditional Release Program in Napa County. (Fiscal Impact: $509,609 Additional Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1393**

Attachments: Agreement

N. Approve and authorize Agreement No. 270086B with Department of Health Care Services for the term of July 1, 2026 through June 30, 2029 for a State mandated agreement pertaining to the ongoing operation and funding of community behavioral health services in Napa County. (No Fiscal Impact; Mandatory) **26-1394**

Attachments: Agreement

Human Resources – Division of CEO's Office

O. Approve and authorize Agreement No. 270087B with GovInvest, Inc., dba TrueComp for the term of July 1, 2026, through June 30, 2029, to provide labor costing software services. (Fiscal Impact: $90,000 annually; Budgeted; Discretionary) **26-1410**

Attachments: Agreement

P. Adopt a Resolution to rescind and replace Resolution No. 2026-75, adopted June 23, 2026, to correct Exhibit "A," which deleted the incorrect classification of Mental Health Worker Aide. (No Fiscal Impact; Discretionary) **26-1425**

Attachments: Resolution

Napa County Housing Authority

Q. Approve and authorize Agreement No. 270072B (NCHA) with California Human Development Corporation for a maximum amount of $1,210,913 for the term July 1, 2026, through June 30, 2027, for day-to-day operational onsite management of the three Napa County farmworker centers known as the River Ranch, Mondavi, and Calistoga Centers. (Fiscal Impact: $1,210,913 expense; Napa County Housing Authority Fund, Budgeted, Discretionary) **26-1344**

Attachments: Agreement

R. Approve and authorize Low-Income Weatherization Program Intent to Proceed Form. (No Fiscal Impact; Discretionary) **26-1417**

Attachments: LIWP Intent to Proceed Form

Planning, Building and Environmental Services (PBES)

S. Approve and authorize Agreement No. 260347B with FCS International, Inc. dba FirstCarbon Solutions for a maximum compensation of $159,460 and a term through June 30, 2027 to conduct an Environmental Impact Report, in accordance with the California Environmental Quality Act, for the proposed E & P Technology Way - Buildings A & B. (Fiscal Impact: $159,460; General Fund; Budgeted; Discretionary) **26-1354**

Attachments: Agreement

T. Adopt a Resolution authorizing the acceptance of a Sea Level Rise Adaptation Planning Grant from the California Ocean Protection Council and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents. (Fiscal Impact: $522,743 Revenue; General Fund; Budgeted; Discretionary) **26-1426**

Attachments: Resolution
Exhibit 1

Probation

U. Approve and authorize Agreement No. 270019B with University of Cincinnati Research Institute with a contract maximum of $124,000 over the two-year term July 1, 2026 through June 30, 2028 to provide training and technical assistance on evidence-based supervision practices to improve individual and system outcomes, including reducing recidivism. (Fiscal Impact: $124,000 Expense; General Fund; Budgeted; Discretionary) **26-1045**

Attachments: Agreement

V. Approve and authorize Agreement No. 270056B with Buddi US, LLC for the term through June 30, 2029, with a contract maximum of $105,000, to provide juvenile and adult electric monitoring for the Probation and Corrections department. (Fiscal Impact: $105,000; General Fund; Budgeted; Discretionary) **26-1252**

Attachments: Agreement

W. Approve and authorize Agreement No. 270073B with Aldea Children and Family Services with a maximum compensation of $296,856, for a term through June 30, 2027, to provide therapeutic school-based services to at-risk youth and minors on probation. (Fiscal Impact: $296,856 Expense; General Fund; Budgeted; Discretionary) **26-1281**

Attachments: Agreement

Public Defender

X. Approve and authorize Agreement No. 270108B with Axon Enterprise, Inc., for a cloud based Digital Evidence System for a ten-year term with annual price escalators; and approval of a waiver of competitive bidding requirements and sole source award. (Fiscal Impact: $52,558 Expense; General Fund; Budgeted; Discretionary) **26-1479**

Attachments: Agreement

Public Works

Y. Adopt a Resolution to approve and authorize an amendment, substantially in the form of Amendment No. 1 to Cooperation Agreement No. 240371B with Caltrans to review the Plans, Specifications and Estimate (PS&E) for the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project. (No Fiscal Impact) **26-1257**

Attachments: Resolution
Agreement

Z. Approve and authorize Amendment No. 5 to Franchise Agreement No. 180215B with Napa County Recycling and Waste Services (NCRWS); and adopt a Resolution defining modified boundaries of the Garbage Zone One franchise zone. (Fiscal Impact: $4,800 Revenue; Garbage Zone One budget; Budgeted; Discretionary) **26-1303**

Attachments: Agreement
Resolution

AA. Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period of January 1, 2026, through June 30, 2026, pursuant to Resolution No. 2018-36. (No Fiscal Impact; Discretionary) **26-1356**

Attachments: Report

AB. Award of Construction Contract to Rege Construction, of Cloverdale, CA in the amount of $602,598 for the "White Sulphur Spring Rd Slide Repair", RDS 26-37 (Project 26027); and approve and authorize Amendment No. 1 to Agreement No. 260300B with ADKO Engineering, Inc. increasing the contract maximum from $366,922 to $423,176 to provide additional biological monitoring and preconstruction survey services for the Project. (Fiscal Impact: $955,000 Expense for the construction contract and other project costs; General Fund; Reallocation of Budget; Discretionary) **26-1378**

Attachments: Agreement
Budget Summary

AC. Award of Construction Contract to North Bay Excavation, Inc. of Valley Ford, California in the amount of $567,058 for the "550 Wall Road Landslide Repairs Project", RDS 26-38 (Project 26028); and approve and authorize Amendment No. 1 to Agreement No. 260302B with ADKO Engineering, Inc. increasing the contract maximum from $319,389 to $356,740 to provide additional engineering services for the Project. (Fiscal Impact: $900,000 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary) **26-1412**

Attachments: Agreement
Budget Summary

AD. Award of Construction Contract to Titans Group Corporation of Escondido, California in the amount of $532,261 for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A; and approve a Budget Amendment. (Fiscal Impact: $745,508 expense for the construction contract and other project costs; Accumulated Capital Outlay; Budgeted ($300,000 budget reallocation); Animal Shelter Fund; Not budgeted ($445,508 budget increase); Discretionary) [4/5 vote required] **26-1414**

Attachments: Budget Summary

AE. Approve and authorize the following agreements for County Unincorporated Measure A funding associated with Angwin area water projects: **26-1419**
1) Agreement No. 270074B with Howell Mountain Mutual Water Company, for a maximum reimbursement of $45,672;
2) Agreement No. 270075B with Pacific Union College, for a maximum reimbursement of $45,000;
3) Agreement No. 270076B with La Tierra Mutual Water Company, for a maximum reimbursement of $80,000; and
4) Agreement No. 270077B with La Tierra Mutual Water Company for a maximum reimbursement of $18,984.
(Fiscal Impact: $189,656 Expense; Public Works Projects - Measure A Angwin Water Study; Budgeted; Discretionary)

Attachments: Agreement No. 270074B
Agreement No. 270075B
Agreement No. 270076B
Agreement No. 270077B

AF. Approve and authorize the Chair to sign Amendment No. 1 to Agreement No. 260303B with ADKO Engineering, Inc. increasing the contract maximum from $19,507 to $427,692 to provide additional engineering services for Diamond Road Slide Repair Project. (Fiscal Impact: $400,000 Expense, additional funds requested for the project costs; General Fund; Reallocation of Budget; Discretionary) **26-1422**

Attachments: Agreement
Budget Summary

AG. Award a Construction Contract to Peters Excavating, Inc. of Sebastopol, California in the amount of $199,738 for the "Pueblo Area Ditch Project, RDS 25-36". (Fiscal Impact: $349,999 Expense for the construction contract and other project costs; Accumulated Capital Outlay; Reallocation of Budget; Discretionary) **26-1424**

Attachments: Budget Summary

AH. Award a Construction Contract to Piazza Construction of Penngrove, California, in the amount of $1,268,000 for the "Mt Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24". (Fiscal Impact: $2,220,799 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary) **26-1429**

Attachments: Budget Summary-Mt Veeder Rd MPM 3.25
Budget Summary-Mt Veeder Rd MPM 4.3
Budget Summary-Mt Veeder Rd MPM 4.3 and MPM 3.25-Combined

Sheriff

AI. Adopt a Resolution to participate in and accept the Fiscal Year 2025 Emergency Management Performance Grant, and to designate signing authority for support of emergency preparedness efforts; establish a capital asset; and approve a Budget Amendment. (Fiscal Impact: $148,113 Revenue and Expense; General Fund; Not Budgeted; Discretionary). **26-1348**
[4/5 vote required]

Attachments: Resolution

AJ. Approve and authorize Amendment No. 1 of Agreement No. 250235B with the Napa Valley Community Organizations Active in Disaster to extend the term to June 30, 2027, to provide ancillary services to the community. (Fiscal Impact: $50,000 Expense; General Fund; Budgeted; Discretionary) **26-1421**

Attachments: Agreement

AK. Approve and authorize Agreement No. 170821B with Napa County Office of Education for a term through June 4, 2027, for a maximum compensation of $130,416 to provide a School Resource Officer at Juvenile Court and Camille Creek Community School. (Fiscal Impact: $130,416 Revenue; General Fund; Budgeted; Discretionary) **26-1439**

Attachments: Agreement

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

Human Resources – Division of CEO's Office

A. Accept an oral summary and adopt a Resolution appointing Alexander Alarcon as the Director of Corrections, effective July 28, 2026, to serve at the will of the Board of Supervisors. (No Fiscal Impact; Budgeted; Discretionary) **26-1395**

Attachments: Resolution

Agricultural Commissioner

B. Receive a presentation of the Annual Crop Report for 2025. (No Fiscal Impact) **26-1366**

Attachments: PowerPoint (attached after meeting)

Elections

C. Declare elected to offices under its jurisdiction those persons having the highest number of votes based on the June 2, 2026, Primary Election certified results. (No Fiscal Impact) **26-1343**

Attachments: County Superintendent of Schools
Napa County Supervisor District 1
Napa County Supervisor District 3
Vote Analysis June 2 2026
June 2 2026 Primary Election Postmark+10 Memorandum
Declaration of Election June 2, 2026

County Executive Office

D. Receive a presentation on an update to the Administrative Policy Manual and adopt a Resolution adopting a new administrative policy manual numbering framework and repealing outdated policy manual sections. **26-1154**

Attachments:
Sec A Board of Supervisors Vision Statement
Sec 2 Agricultural Commission
Sec 3 Airport
Sec 4 Assessment District
Sec 5 Assessor
Sec 7 Assessment Appeals Board
Sec 8D Waste Reduction
Sec 8G Envmt. Pref. Purchasing
Sec 9 Building Inspection
Sec 10 Clerk of the Board
Sec 13 Cooperative Extension
Sec 14 Corrections
Sec 15 Clerk Recorder
Sec 16 County Counsel
Sec 17 Court Executive Officer
Sec 22 Fire Protection
Sec 23 Flood Control District
Sec 24 Health & Human Services
Sec 27 Lake Berryessa
Sec 28 Law Library
Sec 31 Management Informatin Svcs.
Sec 32 Behavioral Health
Sec 34 Napa Berryessa RID
Sec 35 Napa County Fair
Sec 36 Napa Valley Housing Authority
Sec 38A Space Standards
Sec 41 Sheriff
Sec 41A Supplemental Law Enforcement.pdf
Sec 41B Physical Performance Program.pdf
Sec 42 Social Services
Sec 44 Reserved for Future Use
Sec 47 Veterans Service Officer
Sec 48 Wildlife Conservation
Resolution
PowerPoint (added after meeting)

10. PUBLIC HEARINGS

County Executive Office

A. Conduct a public hearing and adopt a Resolution pursuant to Revenue and Taxation Code Section 99.02 approving the transfer of Fire Protection Tax revenues collected within the City of Calistoga tax rate area to the City of Calistoga. (Fiscal Impact: Reduction of revenues of approximately $500,000 per fiscal year; County Fire Fund, Fund 2100; Budgeted) **26-1376**

Attachments: Resolution

11. CLOSED SESSION

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, AUGUST 11, 2026 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, JULY 24, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-67

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

PET OF THE WEEK

'SOFIE'

- **Pit Bull**
- **Female**
- **6 years, 3 months**
- **61 pounds**
- **ID# 38550**

Find Sofie at:

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

Go to CountyofNapa.org and search “Pet Adoptions”

Napa County Animal Shelter and Adoption Center

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1409

TO: Board of Supervisors

FROM: Tracy A. Schulze, Auditor-Controller

REPORT BY: Kaitlin Ager, Principal Grant Compliance Auditor

SUBJECT: Napa Communities Firewise Foundation Contract Review

RECOMMENDATION

Accept and file the report summarizing the results of the review of Napa County's contracts with Napa Communities Firewise Foundation (NCFF). (No Fiscal Impact)

BACKGROUND

Napa County has made substantial investments in wildfire resilience, prevention, and mitigation efforts in recent years. As part of these initiatives, the County entered into six contracts with the Napa Communities Firewise Foundation since July 2023, totaling more than $21.4 million.

At the May 5, 2026 meeting, the Napa County Board of Supervisors requested an examination of these investments. Accordingly, the Internal Audit Section of the Auditor-Controller's Office (Internal Audit) conducted a review of the County's contracts with NCFF. The attached report summarizes the procedures performed, findings, observations, and recommendations.

Based on the procedures performed, Internal Audit did not identify any significant control deficiencies or irregularities related to the County's contracts with Napa Communities Firewise Foundation.

Action requested: Accept and file the report summarizing the results of the review of Napa County's contracts with Napa Communities Firewise Foundation. (No Fiscal Impact)

FISCAL IMPACT

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

Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

Napa County
Napa Communities Firewise Foundation
Contract Review

For the period of July 1, 2023
through May 1, 2026

AUDITOR-CONTROLLER
Internal Audit Section
June 24, 2026

TABLE OF CONTENTS

Executive Summary Page 1

Appendices

A. Procedures and Results Page 4
B. Completed Projects by Contract Page 7

A Tradition of Stewardship
A Commitment to Service

Auditor-Controller

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Tracy A. Schulze
Auditor-Controller

EXECUTIVE SUMMARY

June 24, 2026

Honorable Board of Supervisors
County of Napa
Napa, CA

Napa County has made substantial investments in wildfire resilience, prevention, and mitigation efforts in recent years. As part of these initiatives, the County has entered into six contracts with the Napa Communities Firewise Foundation (NCFF) since July 2023, totaling more than $21.4 million.

At its May 5, 2026 meeting, the Napa County Board of Supervisors requested an examination of these investments. Accordingly, the Internal Audit Section of the Auditor-Controller's Office (Internal Audit) conducted a review of the County's contracts with NCFF.

Scope

We reviewed the following agreements and performed detailed testing on a sample basis:

Contract Number	Agreement Date	Maximum Dollar Amount	Amount Spent As of 5/1/26	Contract Status As of 5/1/26
240256B	July 1, 2023	$7,000,000	$7,000,000	Complete
250180B	July 1, 2024	$4,123,250	$4,123,183	Complete
250339B	March 11, 2025	$3,229,600	$14,163	Canceled
250340B	March 11, 2025	$1,605,000	$201,610	Ongoing
250413B	May 20, 2025	$1,961,300	$175,350	Ongoing
260056B	July 22, 2025	$3,500,000	$1,751,726	Ongoing

Objective

The objective of our review was to assess compliance with the scope, terms, and objectives of the agreements, including the allowability of selected costs and, where applicable, the treatment of indirect charges.

Procedures

Our procedures included conducting an initial walkthrough with the Fire Administrator to gain an understanding of the contract procurement process, invoice review and payment procedures, and related monitoring activities. We reviewed contract terms, deliverables, milestones, and budgets to assess

compliance with contractual requirements and funding limitations. We also tested selected payroll, non-payroll, and indirect costs to determine whether charges were properly allocated, adequately supported, reasonable, accurately calculated, and consistent with applicable contract provisions.

The results of our testing were discussed with the Fire Administrator and are summarized below. Detailed observations and recommendations, where applicable, are presented in **Appendix A**.

Results

Based on the procedures performed, we noted the following:

- Selected contracts were generally administered in accordance with contractual requirements and funding limitations. However, opportunities exist to strengthen procurement procedures and documentation for certain contracts. See **Appendix A** for additional details and recommendations regarding contract procurement.
- Selected payroll costs were adequately supported, properly allocated, and charged in accordance with applicable contract requirements, with no material exceptions noted.
- Selected non-payroll expenditures were adequately supported, allowable under the applicable contracts, and charged in accordance with contract requirements, with no material exceptions noted.
- An exception related to the treatment of indirect costs was identified. See **Appendix A** for additional details and recommendations.
- Invoices were subject to an appropriate review and approval process prior to payment.

Conclusion

This engagement was conducted in accordance with professional auditing standards applicable to the public sector, which require that engagements be performed with integrity, objectivity, competence, due professional care, and confidentiality.

Based on the procedures performed, no significant control deficiencies or irregularities were identified.

We were not engaged to conduct an audit and, accordingly, do not express an opinion on any specific elements, accounts, or items. Had additional procedures been performed, other matters may have come to our attention that would have been reported.

This report is intended solely for the information and use of the Napa County Board of Supervisors and the Napa County Executive Office and is not intended to be used by any other parties.

Tracy A. Schulze
Auditor-Controller

CC: Ryan Alsop, CEO

By: _____

Christine Hernandez
Deputy Auditor-Controller

APPENDICES

NAPA COUNTY
NAPA COMMUNITIES FIREWISE FOUNDATION
CONTRACT REVIEW

APPENDIX A
PROCEDURES AND RESULTS

The table below shows the results of each testing procedure, by contract.

Category	Procedure	Contract					
		240256B	**250180B**	**250339B**	**250340B**	**250413B**	**260056B**
Department Meeting	Obtain an understanding of contract procurement, administration and payment processes.	**O-2**	**O-2**	✓	✓	✓	**O-2**
Scope Testing	Verify contractual deliverables were completed.	✓	✓	N/A Contract Cancelled	N/A Contract Ongoing	N/A Contract Ongoing	N/A Contract Ongoing
Budget Testing	Verify expenditures were within approved budget limits with any adjustments approved by the Fire Administrator.	✓	✓	✓	✓	✓	✓
Payroll Testing	Verify payroll costs were supported and accurately charged.	✓	✓	✓	✓	✓	✓
Direct Cost Testing	Verify non-payroll costs were supported and allowable.	✓	✓	✓	✓	✓	✓
Indirect Cost Testing	Verify methodology and calculation of indirect charges	**X-1/O-1**	**X-1/O-1**	**X-1/O-1**	**X-1/O-1**	**X-1/O-1**	**X-1/O-1**
Approval Testing	Verify invoices received appropriate review and approval.	✓	✓	✓	✓	✓	✓

✓ Procedure complete, no exceptions noted
X-1 Exception noted, see details below
O-1/O-2 Observations and recommendations made, see details below

Procedures and Results (continued)

Exception (X-1): Billing of Indirect Costs

Each contract included in the scope of this review authorizes NCFF to charge indirect costs, subject to the limitations established in the contract's Exhibit B, Compensation and Expense Reimbursement.

The contracts define indirect costs as costs that are not readily assignable to a specific project but are necessary to the operation of NCFF. Indirect costs may be billed at a rate of 10% of Modified Total Direct Costs (MTDC).

For purposes of calculating MTDC, direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and a portion of subcontract costs are included. Equipment, capital expenditures, rental costs, and subcontract costs in excess of the applicable contract threshold are excluded. The subcontract threshold varies by contract, as shown below.

Contract	240256B	250180B	250339B	250340B	250413B	260056B
Max subcontract amount included in MTDC	$ 25,000	$ 25,000	$ 50,000	$ 50,000	$ 50,000	$ 25,000

Our review identified that the $25,000 or $50,000 MTDC subcontract threshold (depending on the contract) was applied to individual subcontractor invoices rather than to the underlying subcontract agreements. As a result, indirect costs were overstated on certain active contracts for which the maximum allowable indirect cost budget had not yet been reached.

NCFF was notified of the issue during our review and agreed to adjust future reimbursement claims to offset the overbilled amounts. The calculated overstatements are summarized below.

Contract	Indirect Costs Claimed to Date	Amount per Correct Methodology	Future Claim Reduction
260056B	$118,330.61	$72,986.14	$ (45,344.47)
250413B	$15,940.95	$10,300.88	$ (5,640.07)
250340B	$18,328.19	$7,628.66	$ (10,699.53)

For contracts that have been closed, indirect cost funds were drawn down more quickly than they would have been under the correct methodology. However, no repayment is required because total indirect costs billed did not exceed the maximum indirect cost budget authorized by the contracts. Accordingly, the issue affected the timing of indirect cost reimbursements, but not the total amount reimbursed under the contracts.

Observation and Recommendation (O-1): Indirect Cost Recovery Methodology

We found that all contracts reviewed, except Contracts 250340B and 250413B, permit both a 10% subcontractor markup and a 10% indirect cost allowance applied to direct costs, including the first $25,000 or $50,000 of each subcontract, depending on the contract. Because both mechanisms are intended, at least in part, to recover administrative and overhead costs associated with subcontract

management, the use of both approaches within the same contract may reduce transparency and create the appearance of overlapping cost recovery.

To assess the overall impact, we analyzed overhead-related costs recovered under the six contracts reviewed, including both subcontractor markup and indirect cost allowances. Based on our analysis, the combined overhead recovery rate was approximately 12% and does not appear unreasonable in the aggregate. However, the use of two separate mechanisms to recover similar categories of costs may create confusion and make it more difficult to evaluate the reasonableness of overhead charges.

Accordingly, we recommend that future contracts utilize a single, clearly defined method for recovering subcontract-related overhead costs, either a subcontractor markup or an indirect cost allowance, but not both.

The Fire Administrator discussed this recommendation with NCFF, which agreed to utilize only the 10% subcontractor markup in future contracts.

Observation and Recommendation (O-2): Procurement Process

Of the six contracts reviewed, all were approved by the Board of Supervisors; however, only three were awarded through a competitive procurement process. The remaining three contracts were neither competitively procured nor supported by a documented and approved Sole Source Justification.

Section 2-2(c) of the County's Purchasing Policy allows the Board of Supervisors to adopt procurement procedures that differ from those otherwise required by the Policy when determined to be in the County's best interest. However, the Policy does not clearly specify whether such exceptions must be formally documented or expressly approved under this provision.

To promote transparency, consistency, and compliance with County procurement requirements, we recommend that future service contracts either:

- Be awarded through a competitive procurement process; or
- Be supported by a properly completed, documented, and approved Sole Source Justification (or other documented procurement exception, where applicable) in accordance with the County's Purchasing Policy.

If the Board intends to rely on the authority provided in Section 2-2(c), the basis for the exception and the alternative procurement method should be explicitly documented in the contract approval record.

NAPA COUNTY
NAPA COMMUNITIES FIREWISE FOUNDATION
CONTRACT REVIEW

APPENDIX B
COMPLETED PROJECTS BY CONTRACT

CT240256B Vegetation Management Projects	Completion Date
Glass Mt Rd (Cal VTP Permitted)	4/18/2024
Stagecoach Canyon Road Expanded	10/25/2024
Petrified Forest Roadside Expanded (Calistoga Napa County Lands Fuel Reduction)	1/10/2025
Steele Canyon Roadside Expanded (Permitted)	1/23/2025
White Cottage Roadside Expanded (Permitted)	6/28/2024
Friesen Drive to Lookout Point Roadside (Cal VTP Permitted)	10/11/2024
Sanitarium Roadside Expanded	8/9/2024
HWY 121 Monticello Roadside (Vichy to Circle Oaks) Expanded (Permitted)	5/23/2025
Soda Canyon Roadside Expanded (Permitted)	7/26/2024
HWY 128 (Silverado Trail Lake Hennessey to Conn Dam Causeway)	2/28/2025
Atlas Peak Expanded - Upper	5/10/2024
American Canyon	Annual grazing project. 106 acres this grant
North Fork Crystal Springs	2/7/2025

CT240256B CEQA Projects	Completion Date
PERMIT: HWY 128 Silverado Trail to Berryessa Knoxville Road	NOE 10/2024
PERMIT: Berryessa Pines Subdivision FUB Maintenance	NOE 3/13/2025
PERMIT: Continuum to Oakville Ranch Dozer	NOE 3/13/2025
PERMIT: Continuum to Land Trust to Atlas Peak Dozer	NOE 3/13/2025
PERMIT: HWY 128 Moscowite Corner to the Berryessa Dam	NOE 10/9/2024
PERMIT: HWY 128 Tubbs Lane to Sonoma County	NOE 10/9/2024

CT250180B Vegetation Management Projects	Completion Date
Angwin PUC WUI	2/10/2026
Butts Canyon Roadside Expanded	6/24/2025
Chiles Pope Valley Roadside Expanded	11/16/2024
Circle Oaks Perimeter Fuel Break	8/2025
Crystal Springs Roadside Expanded	6/30/2025
Diamond Mt Roadside Expanded	6/12/2025
HWY 128 Roadside Expanded (Tubbs Lane to Sonoma County)	7/10/2025
Napa Open Space Berryessa Estates Maintenance	10/3/2025
Old Lawley Toll Road Expanded	5/30/2025
Old Howell Mtn Roadside Expanded	5/23/2025
Spring St Roadside Expanded	Omitted*
American Canyon City Grazing	9/2025
Wildhorse Valley Road Side Expanded	5/9/2025
Summit Lake Drive Roadside	5/29/2025
Wooden Valley Roadside Expanded	6/25/2025

*Project omitted/funds reallocated to Crystal Springs with permission from the Fire Administrator.

CT250180B 2025 Spring Maintenance Projects	Completion Date
Circle Oaks Perimeter Fuel Break	6/2025
Silverado Country Club Perimeter	9/2025
Silverado Eucalyptus Removal	2025
Pacific Union College Pile Burning	Late 2025
Berryessa Estates Pile Burning	3/2026
Berryessa Highlands	5/2025
Linda Falls Terrace Pile Burning	5/2/2025
St. Helena Hospital Pile Burning	Late 2025
Wall Road Roadside Fuels	7/25/2025
White Sulfur Springs Roadside	Omitted*
Gordon Valley Fuel Break	7/2025
Lokoya Road Roadside Fuels	8/15/2025
Langtry Road Roadside Fuels	Omitted*
Redwood - Partrick Road - Tree Removal	11/7/2025

*Project omitted/funds reallocated with permission from the Fire Administrator.

CT250180B CEQA Operational Delineation (Dozer Line/Fuel Breaks) Maintenance	Completion Date
Berryessa Estates	3/2026
Berryessa Highlands	5/2025
Circle Oaks	8/2025
Timberhill	6/18/2025
Lemon Hill (Gordon Valley)	7/2025

CT250339B – N/A, grant funded contract cancelled

CT260056B Vegetation Management Projects	Completion Date
Atlas Peak Upper (Road) – Maintenance	1/2/2026
Atlas Peak Lower (Road) – Maintenance	1/2/2026
Conn Valley (Road) - Maintenance	N/A Ongoing
Lower Dry Creek (Road) – Maintenance	3/18/2026
Mt. Veeder (Road) - Maintenance	N/A Ongoing
Oakville Grade (Road) - Maintenance	N/A Ongoing
Redwood (Road) – Maintenance	N/A Ongoing
Soda Canyon (Road) – Maintenance	12/6/2025
Upper Dry Creek (Road) – Maintenance	N/A Ongoing
Deer Park Rd (Road) – Maintenance	3/6/2026
Howell Mtn (50’ Road) - Maintenance	1/28/2026
Rancho LaJota and Linda Falls (Fuel Break) – Maintenance	N/A Ongoing
Falls Rd/Linda Falls (Fuel Break) - Maintenance	N/A Ongoing
Tucker Acres (Fuel Break) - Maintenance	N/A Ongoing
Operational Lines of Delineation – Maintenance (Fire Roads and Ridgetop)	N/A Ongoing
American Canyon (Grazing)	N/A Ongoing
Angwin PUC Brook Abatement (Maintenance)	N/A Ongoing

CT250340B – N/A, Local Pre-Disaster Mitigation Program (LPDM) grant management contract

CT250413B – N/A, Hazard Mitigation Grant Program (HMGP) grant management contract

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Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1420

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Internal Audit Plan for Fiscal Year 2026-27 and Results of the Fiscal Year 2025-26 Internal Audit Plan

RECOMMENDATION

Approve and instruct the Clerk of the Board of Supervisors to file the Internal Audit Plan for Fiscal Year 2026-27 and accept the results of the Fiscal Year 2025-26 Internal Audit Plan. (No Fiscal Impact)

BACKGROUND

In accordance with the International Professional Practices Framework for Internal Auditing, the Chief Audit Executive is required to present the Annual Internal Audit Plan to the Board of Supervisors for approval and report on the results of the prior year's audit activities.

Approval of the Annual Internal Audit Plan provides direction to the Internal Audit Section of the Auditor-Controller's Office while recognizing that the Chief Audit Executive may adjust audit priorities throughout the fiscal year to address emerging risks, management requests, or other matters requiring immediate attention.

Attachment A presents the proposed Internal Audit Plan for Fiscal Year 2026-27. The plan was developed using a risk-based assessment that considered input from the Board, County departments, prior audit results, organizational risks, federal and state audit requirements, and emerging risks associated with the evolving regulatory, funding, and operational environment.

Attachment B provides a status update on all engagements included in the Board-approved Fiscal Year 2025-26 Internal Audit Plan, including any additional engagements completed during the fiscal year.

Action requested: Approve and instruct the Clerk of the Board to file the Internal Audit Plan for Fiscal Year

2026-27 and accept the results of the Fiscal Year 2025-26 Internal Audit Plan. (No Fiscal Impact)

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

Internal Audit Plan for Fiscal Year 2026-27

Audit period is fiscal year 2025–26 (July 1, 2025–June 30, 2026), unless otherwise noted.

Recurring Quarterly Engagements	Target Report Date
Countywide Donations Reporting Audit	Within 15 Days of Quarter-End
Napa Vallejo Waste Management Authority - Third Party Contractor Internal Controls Audit	Within 30 Days of Quarter-End
Treasurer's Statement of Assets Review and Cash Reporting Audit (State Mandated)	Within 30 Days of Quarter-End
Napa County Housing Authority - Third Party Contractor Internal Controls Audit	Within 45 Days of Quarter-End

Recurring Semi-Annual Engagements	Target Report Date
Countywide Procurement Card Program Compliance Audit (7/1/26 - 12/31/26)	Within 45 Days of Period-End
Countywide Procurement Card Program Compliance Audit (1/1/27 - 6/30/27)	Within 45 Days of Year-End

Recurring Annual Engagements	Target Report Date
Countywide Gift Card and Imprest Cash County Compliance Audit	Within 15 Days of Year-End
H&CS Worker Proximity Housing Loan Program Compliance Audit	August
Napa County Housing Authority - Third Party Contractor Programmatic Audit	August
Napa Valley Tourism Improvement District Jurisdictional Audit (District Mandated)	October
Compile and Calculate Indirect Cost Allocation Plan (State Mandated)	November
Single Audit - Compile Schedule of Expenditures of Federal Awards (Federally Mandated)	December
Amazon e-Commerce Account Compliance Audit (1/1/26 - 12/31/26)	February

Department-Requested Engagements	Target Report Date
DA Auto Insurance Fraud Grant Program Financial Audit (State Deadline 10/31)	October
DA Worker's Comp Insurance Fraud Grant Program Financial Audit (State Deadline 10/31)	October

Additional Engagements Planned	Target Report Date
Countywide Special Pays Audit (1/1/25 - 12/31/25)	July
Countywide Non-Operating Special Revenue Funds Compliance Audit	November
Countywide Contract Policy Compliance Audit	March
Countywide Capital Asset Certifications Audit	April
Countywide Buildings Audit (extension of Capital Asset Audit)	May
Countywide Overtime Pay Audit (1/1/25 - 12/31/26)	June

Results of the Internal Audit Plan for Fiscal Year 2025-26

Audit period is fiscal year 2024–25 (July 1, 2024–June 30, 2025), unless otherwise noted.

	Completed	In Progress	Not Completed	Notes / Board Communication
Recurring Quarterly Engagements				
Countywide Donations Reporting	✓			Q1: #25-2803, 10/21/2025
	✓			Q2: #26-243, 2/10/2026
	✓			Q3: #26-1143, 6/2/2026
		✓		TBD
Napa Vallejo Waste Management Authority - Third Party Contractor Internal Controls Review	✓			Q1: #25-1829, 11/17/2025
	✓			Q2: #26-351, 3/16/2026
	✓			Q3: #26-1189, 6/15/2026
		✓		TBD
Treasurer's Statement of Assets Review and Cash Reporting	✓			Q1: BoS e-mail 10/28/2025
	✓			Q2: BoS e-mail 1/28/2026
	✓			Q3: BoS e-mail 4/30/2026
		✓		TBD
Napa County Housing Authority - Third Party Contractor Internal Controls Review	✓			Q1: #25-1900, 12/9/2025
	✓			Q2: #26-282, 3/10/2026
	✓			Q3: #26-1104, 6/2/2026
		✓		TBD
Recurring Semi-Annual Engagements				
Countywide Procurement Card Program Compliance Review (7/1/25 - 12/31/25)	✓			#26-614, 3/24/2026
Countywide Procurement Card Program Compliance Review (1/1/26 - 6/30/26)		✓		TBD
Amazon e-Commerce Account Compliance Review (7/1/25 - 12/31/25)	✓			#26-350, 3/10/2026
Amazon e-Commerce Account Compliance Review (1/1/26 - 6/30/26)		✓		TBD
Recurring Annual Engagements				
Countywide Gift Card and Imprest Cash County Compliance Review	✓			N/A
H&HS Worker Proximity Housing Loan Program Compliance Review	✓			#25-1642, 10/7/2025
ARPA Childcare Forgivable Loan Compliance Review			✓	see note **A**
Napa Valley Tourism Improvement District Jurisdictional Review	✓			#25-2004, 12/16/2025
Compile and Calculate Indirect Cost Allocation Plan	✓			N/A
Single Audit - Compile Schedule of Expenditures of Federal Awards	✓			#26-202, 1/27/2026
Audit of Countywide Capital Asset Certifications			✓	see note **B**

Department-Requested Engagements				
DA Auto Insurance Fraud Grant Financial Report	✓			N/A
DA Worker's Comp Insurance Fraud Grant Financial Report	✓			N/A
DA Worker's Rights -Wage Theft Grant Financial Report			✓	see note **C**
Treasurer-Tax Collector Escheatment Compliance Review			✓	see note **D**
Additional Engagements Planned				
Countywide Overtime Pay Review (1/1/24 - 12/31/24)	✓			#25-1478, 8/19/2025
Countywide Special Pays Audit (1/1/25 - 12/31/25)		✓		TBD
Countywide Non-Operating Revenue Funds Compliance Review		✓		TBD
Countywide Buildings Audit (extension of Capital Asset Audit)			✓	see note **D**
Countywide Contract Process Review			✓	see note **D**
Transient Occupancy Tax (TOT) Compliance Audits (11)	✓			BoS e-mail 8/29/2025; Aug '26 (*forthcoming*)
Additional Engagements Performed				
HHSA Biennial Food and Nutrition Service (FNS-209) Report Validation	✓			N/A
Vendor Contract Compliance Review - Napa Communities Firewise Foundation (7/1/23 - 5/1/26)	✓			#26-1409, 7/28/2026

A - ARPA was audited as part of the County's FY 2024-25 Single Audit and no findings were identified. Accordingly, a separate Internal Audit compliance review was determined to be unnecessary.

B - Countywide Capital Asset Certifications will be audited on a biennial basis. Accordingly, no audit was performed for FY 2025-26. The most recent audit, as of June 30, 2024, identified no material findings.

C - The Wage Theft Grant Program review was not performed because the District Attorney's Office had no program activity during FY 2024-25. Internal Audit also notes that no program activity occurred during FY 2025-26.

D - Deferred to accommodate higher-priority audit initiatives that arose during the fiscal year and temporary staff transitions. Internal Audit will reassess and prioritize the review as part of the FY 2026-27 Internal Audit Plan.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-106

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 23, 2026 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, June 23, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Fire Administrator J.R. Rogers led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   None

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

   A. Presentation of a Proclamation recognizing July 19-25, 2026 as "Probation Services Week" in Napa County. (No Fiscal Impact) **26-1250**

   Supervisor Belia Ramos presented the proclamation.

   Chief Probation Officer Amanda Gibbs received the proclamation and made presentation.

5. CONSENT CALENDAR

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

Auditor-Controller

A. Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2026. (Fiscal Impact: Revenues of $8,209,487, Expenditures of $87,566,794, Various Funds, Not Budgeted; Discretionary)
[4/5 vote required] **26-1290**

Clerk of the Board

B. Reappoint Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Committee (CCP) with a term of office to commence immediately and expire on June 30, 2030. (No Fiscal Impact) **26-1305**

C. Appoint Julia Palos to represent Member Interested/Experienced in Affordable Housing and/or Farm Worker Housing on the Napa County Housing Commission to fill a term that commences immediately and expires on October 1, 2027. (No Fiscal Impact) **26-1312**

D. Approval of minutes from the June 15, 2026 special meeting and June 16, 2026 regular meeting. (No Fiscal Impact) **26-1316**

County Executive Office

E. Adopt a Resolution Adopting the Recommended Budget for Napa Valley Tourism Improvement District (NVTID) for Fiscal Year 2026-27, with total financing uses of $8,520,000. (Fiscal Impact: Establishes budget appropriations of $8,510,000; NVTID; Discretionary) **26-1264**

Enactment No: **R-2026-67**

Health and Human Services Agency

F. Approve and authorize Amendment No. 1 to Agreement No. 260123B with Progress Foundation, Inc., to increase the contract maximum by $400,000 for a new contract maximum of $889,294 for Fiscal Year 2026-2027, to allow for one-time expenditures aimed at restoring capacity for housing for persons experiencing mental illness. (Fiscal Impact: $400,000 Additional Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1026**

Enactment No: **A-260123B Amend. 1**

G. Approve and authorize Amendment No. 4 to Agreement No. 210314B with Crestwood Behavioral Health, Inc., to increase the contract maximum by $943,751 for a new contract maximum of $4,596,606 for Fiscal Year 2026-2027, and each subsequent renewal, to support additional operational costs associated with expanded bed count and ongoing program costs required to meet an increased demand for crisis services. (Fiscal Impact: $943,751 Additional Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1226**

Enactment No: **A-210314B Amend. 4**

H. Approve and authorize Agreement No. 270030B with The Regents of the University of California - Davis Campus Continuing and Professional Education for a contract maximum of $169,958 for Fiscal Year 2026-2027 to provide training services to County staff. (Fiscal Impact: $169,958 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-1227**

Enactment No: **A-270030B**

I. Approve and authorize Amendment No. 2 to Agreement No. 240303B with Napa Valley Community Foundation (NVCF) for the term upon approval through June 30, 2028, to support the One Napa Valley Initiative (ONVI) and Napa Valley Together (NVT) through an increase of $50,000 in Fiscal Year 2026-2027 that maintains the contract maximum at $100,000 for an additional year, and annually thereafter at $50,000 beginning in Fiscal Year 2027-2028. (Fiscal Impact $50,000 Additional Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-1320**

Enactment No: **A-240303B Amend. 2**

Housing & Community Services

J. Adopt a Resolution for the Jamboree Housing Corporation Permanent Supportive Housing Project revising the unit count and extending the existing reservation of funds for one (1) year. (No Fiscal Impact) **26-1172**

Enactment No: **R-2026-68**

K. Approve and authorize Amendment No. 5 to Agreement No. 220333B with Benevate, LLC (Neighborly Software) for $29,800 for the term July 1, 2026 through June 30, 2027, for the Neighborly software system that hosts the administration and management of the Affordable Housing Programs. (Fiscal Impact: $29,800 Expense: Affordable Housing Fund 2080, Subdivision 208000; Budgeted: Discretionary) **26-1261**

Enactment No: **A-220333B Amend. 5**

L. Adopt a Resolution Adopting the Recommended Budget for County Service Area No 4 (CSA No.4) for Fiscal Year 2026-27, with total financing uses of $1,687,253. (Fiscal Impact: Establishes budget appropriations of $715,220; County Service Area No. 4; Discretionary) **26-1265**

Enactment No: **R-2026-69**

Human Resources – Division of CEO's Office

M. Adopt a Resolution amending the Table and Index of Classes, the Departmental Allocation List for the Auditor-Controller's Office, and Human Resources, a Division of the County Executive Office, and appropriate personnel policies. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary) **26-1260**

Enactment No: **R-2026-70**

N. Adopt a Resolution to approve a Total Tentative Agreement with the Napa County Probation Professionals Association and Napa County Probation Professionals Association Supervisory Units for the term July 1, 2026 through June 30, 2029, and salary increases in fiscal years 2026-2027, 2027-2028, and 2028-2029. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary) **26-1342**

Enactment No: **R-2026-71**

In-Home Supportive Services Public Authority of Napa County

O. Adopt a Resolution Adopting the Recommended Budget for Napa County In-Home Supportive Services (IHSS) Public Authority for Fiscal Year 2026-27, with total financing uses of $1,644,025. (Fiscal Impact: Establishes budget appropriations of $1,644,025; In-Home Supportive Services Public Authority; Discretionary) **26-1266**

Enactment No: **R-2026-01 (IHSS)**

Information Technology Services – Division of CEO's Office

P. Approve and authorize Amendment No. 4 to Agreement No. 170009B with Tyler Technologies, Inc., increasing the contract by $17,500 and extending the term through December 31, 2026, for consulting services, data storage, maintenance and support for the County's current customized Digital Health Department System. (Fiscal Impact: $17,500 Expense; General Fund; Budgeted; Discretionary) **26-1168**

Enactment No: **A-170009B Amend. 4**

Lake Berryessa Resort Improvement District

Q. Adopt a Resolution Adopting the Recommended Budget for Lake Berryessa Resort Improvement District (LBRID) for Fiscal Year 2026-27, with total financing uses of $1,943,701. (Fiscal Impact: Establishes budget appropriations of $1,624,610; Lake Berryessa Resort Improvement District; Discretionary) **26-1268**

Enactment No: **R-2026-01 (LBRID)**

R. Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed for Lake Berryessa Resort Improvement District as of June 30, 2026. (Fiscal Impact: Revenues of $1,563,653, Expenditures of $3,280,189, Lake Berryessa, Not Budgeted; Discretionary) **26-1292**
[4/5 vote required]

Library

S. Approve and authorize grant awards for 22 agreements with 16 different organizations as recommended by the Napa County Arts and Culture Advisory Committee; and Agreement No. 270057B between the Arts Council Napa Valley and the Library to act as the Napa County Local Arts Agency and implement the Napa County Cultural Plan for the term July 1, 2026, through June 30, 2027. (Fiscal Impact: $299,561, Expense; General Fund; Budgeted; Discretionary; and Fiscal Impact: $63,065, Expense; Library Fund; Budgeted; Discretionary) **26-1113**

Item pulled for discussion. See item 8.

Enactment No: **A-270033B; A-270034B; A-270035B; A-270036B; A-270037B; A-270038B; A-270039B; A-270040B; A-270041B; A-270043B; A-270044B; A-270045B; A-270046B; A-270047B; A-270048B; A-270049B; A-270050B; A-270051B; A-270052B; A-270053B; A-270054B; A-270057B**

T. Approve and authorize a sole source award for Agreement No. 270060B with the Napa County Resource Conservation District (NCRCD) with a contract maximum of $38,000 for the term July 1, 2026 through June 30, 2028 to create a pollination garden and outreach programs at the Napa County Library. (Fiscal Impact: $38,000 Expense; Library Fund; Budgeted; Discretionary) **26-1221**

Enactment No: **A-270060B**

U. Approve and authorize Amendment No. 4 to Agreement No. 210369B with Innovative Interfaces Inc. to reflect all fiscal years and meets its payment commitments for future renewed subscription. (No Fiscal Impact) **26-1239**

Enactment No: **A-210369B Amend. 4**

Monticello Public Cemetery District

V. Adopt a Resolution Adopting the Recommended Budget for Monticello Public Cemetery District (MPCD) for Fiscal Year 2026-27, with total financing uses of $155,332. (Fiscal Impact: Establishes budget appropriations of $124,742; Monticello Public Cemetery District; Discretionary) **26-1269**

Enactment No: **R-2026-01 (MPCD)**

Napa Berryessa Resort Improvement District

W. Adopt a Resolution Adopting the Recommended Budget for Napa Berryessa Resort Improvement District (NBRID) for Fiscal Year 2026-27, with total financing uses of $2,215,811. (Fiscal Impact: Establishes budget appropriations of $2,209,812; Napa Berryessa Resort Improvement District; Discretionary) **26-1270**

Enactment No: **R-2026-02 (NBRID)**

X. Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed for Napa Berryessa Resort Improvement District as of June 30, 2026. (Fiscal Impact: Revenues of $112,033, Expenditures of $187,691, Napa Berryessa, Not budgeted; Discretionary) **26-1291**
[4/5 vote required]

Napa County Housing Authority

Y. Accept and file accounts receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2026. (Fiscal Impact: $1,643 Expense; Napa County Housing Authority Fund; Budgeted; Discretionary) **26-1120**

Z. Adopt a Resolution Adopting the Recommended Budget for Napa County Housing Authority (NCHA) for Fiscal Year 2026-27, with total financing uses of $3,770,739. (Fiscal Impact: Establishes budget appropriations of $2,840,215; Napa County Housing Authority; Discretionary) **26-1272**

Enactment No: **R-2026-02 (NCHA)**

Probation

AA. Approve and authorize Agreement No. 270024B with Lexipol, LLC for the term July 1, 2026 through June 30, 2029, with a total contract maximum of $69,500 to review, revise, and create department policies and procedures. (Fiscal Impact: $22,025 Expense; General Fund; Budgeted; Discretionary) **26-1118**

Enactment No: **A-270024B**

AB. Approve and authorize Amendment No. 3 to Agreement No. 200078B with Satellite Tracking of People, LLC. to extend the term on a month-to-month basis, with no change to the maximum compensation, to provide juvenile and adult electric monitoring for the Probation and Corrections department. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary) **26-1254**

Enactment No: **A-200078B Amend. 3**

Public Works

AC. Approve a Budget Amendment; and approve and authorize Amendment No. 1 to Agreement No. 260188B with TLCD Architecture Inc. to increase the maximum contract amount from $110,641 to $324,552 to provide construction documents and construction support services for the PBES Remodel Project, PW 23-30. (Fiscal Impact: $213,911 Expense; General Fund; Discretionary) **26-1186**
[4/5 vote required]

Enactment No: **A-260188B**

AD. Award a Construction Contract to Rege Construction, Inc., of Cloverdale, California, in the amount of $627,099; and approve a Budget Amendment in the amount of $554,423 for the "Redwood Road Slide Repair Project, MPM 2.3," RDS 25-27. (Fiscal Impact: $554,423 Expense; Capital Improvement Fund; Budget Reallocation; Discretionary). **26-1237**
[4/5 vote required]

AE. Adopt a Resolution Adopting the Recommended Budget for Napa County Community Facilities District 2012-1 for Fiscal Year 2026-27, with total financing uses of $387,635. (Fiscal Impact: Establishes budget appropriations of $387,635; Community Facilities District 2012-1; Discretionary) **26-1273**

Enactment No: **R-2026-72**

AF. Adopt a Resolution Adopting the Recommended Budget for County Service Area No. 3 (CSA No. 3) for fiscal year 2026-27, with total financing uses of $324,687. (Fiscal Impact: Establishes budget appropriations of $206,850; County Service Area No. 3; Discretionary) **26-1274**

Enactment No: **R-2026-73**

AG. Approval of plans and specifications for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A and the "Napa County Animal Shelter Phase I Furnace Replacement," PW 26-05B 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 Public Contract Code section 20150.8. (No Fiscal Impact) **26-1284**

AH. Approve the Plans and Specifications for the "Napa Library Building Maintenance Project", PW 25-13A; 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) **26-1306**

Sheriff

AI. Approve and authorize Amendment No. 4 of Agreement No. 180110B with Legacy Removal Services, LLC, for coroner-related transportation services. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Mandatory) **26-1159**

Enactment No: **A-180110B Amend. 4**

AJ. Approve and authorize Amendment No. 3 of Agreement No. 180111B with A&P Helicopters to extend the term through June 30, 2029, for aerial transportation services with no increase to the contract maximum. (Fiscal Impact: $65,500 Expense; Drug Enforcement Agency Grant; Budgeted; Discretionary) **26-1161**

Enactment No: **A-180111B Amend. 3**

AK. Approve and authorize Amendment No. 2 of Agreement No. 210312B with Focal Forensics, LLC, for media redaction services with no increase to the contract maximum. (Fiscal Impact: $89,620 Expense; General Fund; Budgeted; Discretionary) **26-1175**

Enactment No: **A-210312B Amend. 2**

AL. Approve and authorize Amendment No. 2 of Agreement No. 240103B with National Medical Services for forensic toxicology services and to increase the contract maximum from $50,000 to $65,000. (Fiscal Impact: $15,000 Expense; General Fund; Budget; Discretionary) **26-1196**

Enactment No: **A-240103B Amend. 2**

AM. Approve and authorize Amendment No. 10 to Agreement No. 170779B with Cooperative Joint Powers Dispatching Services with the City of Napa for emergency dispatch services and records management, increasing the contract maximum from $2,562,753 in Fiscal Year 2025-2026 to $2,687,915 for Fiscal Year 2026-2027. (Fiscal Impact: $125,162 Expense; General Fund; Budgeted; Mandatory) **26-1258**

Enactment No: **A-170779B Amend. 10**

Silverado Community Services District

AN. Adopt a Resolution Adopting the Recommended Budget for Silverado Community Services District (SCSD) for Fiscal Year 2026-27, with total financing uses of $438,473. (Fiscal Impact: Establishes budget appropriations $251,430; Silverado Community Services District; Discretionary) **26-1275**

Enactment No: **R-2026-01 (SCSD)**

6. PUBLIC COMMENT

Three (3) people spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Pursuant to Government Code section 53232.3(d), the Board Members reported attending the following committee meetings:

Supervisor Joelle Gallagher:

- **6/17 Bay Area Air District Policy, Grants, and Technology Subcommittee meeting**
- **6/17 Napa Sanitation District Board meeting**
- **6/22 Napa/Solano Area on Aging Oversight Board meeting**
- **6/22 First 5 Commission meeting**

Supervisor Belia Ramos:

- **6/17 California State Association of Counties Groundbreaking of 1100K Street, Sacramento**
- **6/18 Association of Bay Area Governments General Assembly meeting**

Chair Amber Manfree:

- **6/17 Napa Valley Transportation Authority meeting**
- **6/18 SF Bay Conservation & Development Commission meeting**
- **6/22 Upper Valley Waste Management Agency meeting**

Vice-Chair Liz Alessio:

- **6/18 Marin Clean Energy meeting**

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

- 5S

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

9. PUBLIC HEARINGS

Napa County Groundwater Sustainability Agency

A. Adopt a Resolution Adopting the Recommended Budget for Napa County Groundwater Sustainability Agency for Fiscal Year 2026-27, with total financing uses of $3,121,117. (Fiscal Impact: Establishes budget appropriation of $2,481,182; Napa County Groundwater Sustainability Agency; Discretionary) **26-1271**

(CONTINUED FROM JUNE 16, 2026)

Chair Amber Manfree continued the public hearing.

Auditor-Controller Tracy Schulze made presentation.

Discussion held.

Four (4) people spoke during public comment.

Chair Amber Manfree closed the public hearing.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Alessio, Cottrell, Gallagher, Ramos, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2026-02 (NCGSA)**

County Executive Office

B. Adopt a Resolution Adopting the Recommended Budget for Napa County for Fiscal Year 2026-27; and adopt a Resolution Amending the Table and Index of Classes. (Fiscal Impact: Establishes budget appropriations for all County funds; Discretionary) **26-1276**

(CONTINUED FROM JUNE 16, 2026)

Chair Amber Manfree continued the public hearing.

Chief Executive Officer Ryan J. Alsop made presentation.

Chief Budget Officer Maiko Klieman made presentation.

Discussion held.

Chair Amber Manfree closed the public hearing.

Motion Text: **Adopt the Resolutions.**
Voting Yes: **Ramos, Cottrell, Alessio, Gallagher, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2026-74; R-2026-75**

County Fire Department

C. Adopt a Resolution to adjust the Fire Capital Facilities Fee to align with the Consumer Price Index for properties located within the unincorporated area of Napa County that are also within the American Canyon Fire Protection District. (No Fiscal Impact) **26-1108**

Chair Amber Manfree opened the public hearing.

Fire Administrator J.R. Rogers made presentation.

Chair Amber Manfree closed the public hearing.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Ramos, Cottrell, Alessio, Gallagher, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2026-76**

10. ADMINISTRATIVE ITEMS

Public Works

A. Adoption of a Resolution updating the Napa County Left-Turn Lane Warrant/Screening Update (No Fiscal Impact). **26-1235**

Director of Public Works Steven Lederer made presentation.

Motion Text:	**Approve to continue to a future meeting.**
Voting Yes:	**Ramos, Alessio, Cottrell, Gallagher, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

11. CLOSED SESSION

A. Silverado Community Services District
Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) **26-1190**
Name of Case: Bojuana Wilcosky v. County of Napa Public Works, et. al; Napa Superior Court Case No. 24CV001696.

In the matter of Wilcosky v Silverado Community Services District, the Board of Directors of the Silverado Community Services District met in closed session on May 5, 2026 and authorized the District's Engineer to settle the lawsuit. The lawsuit was just recently finalized and therefore is being reported out at this time. The settlement includes a payment by the Community Services District of $87,500 to plaintiff in exchange for a final dismissal of the lawsuit. The vote was unanimous by the District Directors present on May 5th. Director Anne Cottrell was absent that day.

B. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(2 Cases) **26-1338**

Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111, A176066

Name of case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256; United States Court of Appeal, Ninth Circuit, Case No. 25-3903

Closed Session held. No reportable action.

12. ADJOURNMENT

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

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1379

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Reappointment and Appointments to the Napa/Solano Agency on Aging Advisory Council

RECOMMENDATION

Reappoint Neil Watter to a third term as a Napa County Representative on the Napa/Solano Agency on Aging Advisory Council. Appoint Marc C. Frankenstein and Michael O'Connell as Napa County Representatives and appoint Gigi Gonzales as Napa County Alternate 1 Representative on the Napa/Solano Agency on Aging Advisory Council. The terms of office shall commence immediately and expire on June 30, 2028. (No Fiscal Impact)

BACKGROUND

The Napa/Solano Agency on Aging Advisory Council currently has four appointments before the Board due to the expiration of member terms. Incumbent Neil Watter requested reappointment to a third term as a Napa County Representative. Incumbents Susan Ensey, Fran Rosenberg, and Fern Yaffa did not seek reappointment, resulting in two vacancies for Napa County Representative and one vacancy for Napa County Alternate 1 Representative.

The County Executive Office advertised the vacancies and received one request for reappointment from Neil Watter, applications from Marc C. Frankenstein and Michael O'Connell for the Napa County Representative positions, and an application from Gigi Gonzales for the Napa County Alternate 1 Representative position.

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 Actions:

Reappoint Neil Watter as Napa County Representative and appoint Marc C. Frankenstein and Michael O'Connell as Napa County Representatives, and Gigi Gonzales as Napa County Alternate 1 Representative on the Napa/Solano Agency on Aging Advisory Council.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

RECEIVED
JUN - 4 2026
NAPA COUNTY
CLERK OF THE BOARD

June 1, 2026

Neil Watter
[redacted]
Napa CA 94559

Via email: neilh2o@gmail.com

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

Dear Neil:

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, 2026. 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, 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 either contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.napacounty.gov/1420/Boards-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 26, 2026.**

SIGNATURE

6/4/2026
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa Solano Agency on Aging Advisory Council: Submitted

Category of Membership for Which You Are Applying

Napa County Representative

Profile

Neil (First Name) | (Middle Initial) | Watter (Last Name)

Email Address

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.

Home: (Primary Phone)

Retired	Retired	Retired Primary Care Internist
Employer	Job Title	Occupation

Education/Experience

MD Degree Univ. Of Virginia 1972 Primary Care Internal Medicine MD Kaiser-Permanete1190-2014 24 years of Skilled Nursing Facility Work for K-P in addition to primary care.

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.

Michael Ston: ; George Vellucci: ; Lynn Baker:

Community Participation

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

I can contribute to the community with my knowledge of geriatrist skilled nursing home care.

Nature of activity and community location

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

Napa County Civil Grand Jury- 2021-22

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

Neil Watter

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)

Neil Watter

Date

06/25/2026

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

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

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa Solano Agency on Aging Advisory Council: Submitted

Category of Membership for Which You Are Applying

Napa County Representative

Profile

Marc (First Name) | C. (Middle Initial) | Frankenstein (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

- [x] District 5

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

Primary Phone

Employer	Job Title	Occupation
Retired	Not applicable	active as a community volunteer, grandfather and avid bicyclist

Education/Experience

PROFESSIONAL EXPERIENCE: Simon Property Group (NYSE:SPG), Indianapolis, Indiana (June 1998 to December 2012) - Senior Development Attorney Commonwealth Land Title Insurance Company (NYSE:FNF), Indianapolis, Indiana (April 1993 to May 1998) - AVP & Indiana State Counsel [See attached resume for prior employment as counsel] EDUCATION: The University of Chicago Law School, Chicago, Illinois, Juris Doctor, June 1979 Indiana University, Bloomington, Indiana, B.A. with distinction in Psychology, May 1976

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

Not married within the last 12 months

Resume

Resume_M._Frankenstein_-_Napa.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Admitted to practice law in Indiana 1976, Massachusetts 1982, and Iowa 1993, all of which being licenses currently on retirement status.

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

M Palmer: ; Devereaux Smith: ; Richard White:

Community Participation

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

I feel an obligation to do things utilizing my experience and skills to make the world a better place while able. As a retired attorney, my retirement "career" is focused on advocating and volunteering for the benefit of older adults. Serving on the Advisory Council will further such efforts.

Nature of activity and community location

Former Board Member and Volunteer Driver - Molly's Angels of Napa Valley, (Board Member September 2019 to January 2022). Former Board Member and President - Oak Creek Village Homeowners Association, Napa, CA Volunteer for Molly's Angels, Napa Wildlife Rescue Songbird Clinic, Napa Election Division and various charitable fundraising events

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

Napa County Commission on Aging - Chair 2023-present, Commissioner 2020 to present HAPI (Healthy Aging Population Initiative) - Co-Chair 2024-25, Participant 2023 to present Napa County Civil Grand Jury - Juror 2022-23 Molly's Angels of Napa Valley - Prior board member and volunteer Napa County Election Division - Prior election division worker Napa Ambassador - Participant 2017-present

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)

Marc C. Frankenstein

Date

June 25, 2026

MARC C. FRANKENSTEIN

Napa, California 94559

Retired Attorney active in community affairs including Napa County Commission on Aging (Chair 2023-present, Commissioner 2020-present), Downtown Napa Association (Napa Ambassador 2017-present), Napa County Civil Grand Jury (Juror 2022-23), Oak Creek Village Homeowners Association (former president), past and present volunteer for charitable organizations and events including Molly's Angels, Napa Wildlife Rescue, Napa County Election Division, bicycle fundraising events, and active grandfather.

PROFESSIONAL EXPERIENCE:

Simon Property Group, Indianapolis, Indiana *(June 1998 - December 2012)*
An S&P 100 company (NYSE:SPG) engaged in the ownership of premier shopping, dining, entertainment and mixed-use destinations

Senior Development Attorney *(May 2001 - December 2012)*

Staff Attorney *(June 1998 – May 2001)*

- Documented major redevelopment projects valued in excess of $1.6 billion in 20 states
- Delivered legal advice on an aggregate of 130 regional malls and community centers in 30 states
- Supported executive and senior officers; Worked in collaboration with architects, engineers, construction managers, property management, leasing, external partners, lenders, surveyors and title companies

Commonwealth Land Title Insurance Company, Indianapolis, Indiana *(April 1993 - May 1998)*
Founded in 1876, a member of Fidelity National Financial, Inc. (NYSE: FNF)

Assistant Vice President & Indiana State Counsel

- Delivered title insurance, escrow and closing services, and advice to real estate brokers, buyers, sellers, lenders, attorneys, title insurance agents and co-workers in Indiana and to National and Regional offices
- Supervised underwriting for Indiana agency and direct operations; Managed title insurance claims

Aegon USA Realty Advisors, Inc., Cedar Rapids, Iowa *(January 1993 - April 1993)*

Legal Counsel

Commonwealth Land Title Insurance Company, Boston, Massachusetts, *(April 1984 - November 1992)*

Title Attorney

Association with David W. Pyne, P.C., Hyannis, Massachusetts *(September 1982 - April 1984)*

Attorney-At-Law

Ice Miller Donadio & Ryan, Indianapolis, Indiana, *(June 1979 - May 1982)*

Associate

EDUCATION:

The University of Chicago Law School, Chicago, Illinois, Juris Doctor, June 1979
Indiana University, Bloomington, Indiana, Bachelor of Arts with distinction in Psychology, May 1976

PROFESSIONAL AFFILIATIONS AND OTHER ACHIEVEMENTS:

Admitted: U.S. District Court for the Southern District of Indiana and Supreme Court of Indiana, 1979
Supreme Judicial Court of Massachusetts, 1982
Supreme Court of Iowa, 1993

Board Member: King Park Area Development Corporation, Indianapolis, Indiana, 1999-2005
Molly's Angels of Napa Valley, 2019 - 2022

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 Solano Agency on Aging Advisory Council: Submitted

Category of Membership for Which You Are Applying

Napa County Representative Alternate

Profile

Gigi
First Name

Middle Initial

Gonzales
Last Name

Email Address

Home Address

Suite or Apt

American Canyon
City

CA
State

94503
Postal Code

Which supervisorial district do you reside in? *

☑ District 5

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

Primary Phone

Trademark Events	Contractor	Registration & Event Technology Project Manager
Employer	Job Title	Occupation

Education/Experience

After two decades of orchestrating complex, large-scale technology and logistics projects for the world's leading corporate brands, I am transitioning my expertise in advocacy, resource management, and problem-solving into the senior care sector as a Senior Placement Advisor. This pivot is driven by a commitment to professional excellence in elderly care, solidified by my recent attainment of the California RCFE Administrator License and my credentialing as a Certified Senior Advisor (CSA)® through the Society of Certified Senior Advisors. I now combine my rigorous project management background with specialized knowledge in senior living regulations and aging to help families navigate critical care transitions with clarity and compassion.

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

Resume

Resume_G._Gonzales_-_Napa.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Licensed RCFE Administrator 6081286740: My California license ensures I stay current on the regulatory environment governing residential care facilities. -Certified Senior Advisor (CSA)®: My certification from the Society of Certified Senior Advisors provides me with a holistic understanding of the social, health, and financial issues affecting seniors today.

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

Julie Derry: ; Alison Jayne: Wendy Cook:

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 Advisory Council to translate my 20 years of complex project management experience and my current credentials as a Certified Senior Advisor into meaningful systemic advocacy. My goal is to ensure that our local aging services are delivered with the same clarity and integrity that I provide to my individual clients, ensuring every senior in our community can age with dignity and the support they deserve.

Nature of activity and community location

I am writing to express my strong interest in serving on the Area Agency on Aging (AAA) Advisory Council. With a career spanning over 20 years in complex project management and a recent transition into senior advocacy, I am eager to apply my professional rigor to the systemic challenges facing our aging population. My motivation to serve is rooted in three key areas: 1. Integration of Advocacy and Integrity - My current mission is to serve elders with clarity, compassion, integrity, and advocacy. While my private practice allows me to assist families on an individual basis, serving on the Council provides an opportunity to ensure these values are reflected in regional policy. I believe that integrity in senior services requires transparent communication and a commitment to protecting the most vulnerable members of our community. 2. Strategic Experience in Resource Management -Throughout my career, I have managed large-scale programs for high-tech clients such as Google, Salesforce, and Cisco. I have a proven track record of: -Budgeting and Cost Controls: Managing complex budgets and finding efficiencies that cut costs without sacrificing quality. -Data Analysis: Using pre- and post-program reporting to identify needs and plan logistical requirements effectively. -Logistical Optimization: Successfully streamlining processes—such as reducing onsite wait times—to improve the end-user experience. I intend to bring this "business-minded" approach to the Council to help maximize the impact of every dollar allocated to senior programs. 3. Specialized Technical Expertise - My transition to a Senior Placement Advisor is backed by formal credentials that allow me to contribute informed, technical perspectives to the Council’s discussions

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

Registration & Event Technology Project Manager (Contractor): Managing end-to-end event logistics, mobile app development, and housing services for Trademark Events and George P. Johnson. Senior Project Manager & Team Trainer: Leading teams of up to 15 staff at Convention Management Resources, where you managed conventions for up to 50,000 attendees and achieved a 100% client retention rate. Foundational Experience: Early career roles focused on collaborative training seminars in healthcare and administrative support for nursing directors, establishing a long-standing connection to the care industry.

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)

Gigi Gonzales

Date

06/25/2026

Gigi Gonzales
Registration & Event Technology Manager

SUMMARY

A highly-skilled Project Manager with over 20 years of experience in the events industry specializing in Registration and Event Technology. A proven leader of program teams offering expertise in defining, coordinating, and executing registration and technology strategies that support clients' business and event goals. Demonstrates exemplary skills as a liaison between business and technical areas to achieve on-spec project completions on time and under budget. Expert in merging customer and user needs with business requirements, budgetary restrictions, and logistical considerations to meet project deliverables.

CORE COMPETENCIES

Registration & Event Technology Project Lifecycle Management, Project Scoping, Contract Negotiation, Data Analysis, Registration Platform Implementations, Requirements Definition & Analysis, Project Scheduling, Resource Management, Team Building & Leadership, Budgeting & Cost Controls, Quality Assurance

PROFESSIONAL EXPERIENCE

Registration & Event Technology Project Manager - Contractor
Trademark Events, San Francisco, CA, January 2017 - Present

- Manage registration, housing services and mobile application for clients' conferences.
- Oversee registration for conferences from development of registration platform, providing customer service to conference attendees, onsite logistics, badging design and layout, access management, and onsite execution.
- Develop mobile application including gamification, exhibitors, speakers, networking, session scheduling, etc.
- Manage hotel contracts and attendee housing at various hotels.

Registration Project Manager - Contractor
George P. Johnson, San Carlos, CA, Jul. 2015 – February 2024

- Manage registration programs from project scoping to completion for hi-tech clients' conferences ranging from 3k to 40k attendees. Clients include Salesforce, ServiceNow, NetApp, Cisco, and Google.
- Drove project scoping and consulted on 3-5 annual client conferences on current registration and event technology trends, and best practices that meet their conference's business requirements to cut costs or improve attendee conference experience resulting in a 100% client retention rate.
- Worked closely with client leads and technology teams to build registration technology and business requirements, prepare specification documentation, assisted with platform development, performed quality control checks on registration websites, and launch various program modules.
- Led and managed project and call center teams to carry out the day-to-day pre-conference processes, client deliverables are met, and attendee issues are addressed in a timely manner.
- Provided pre-conference and post-conference reporting and data analysis to help assist overall program teams to plan onsite needs accordingly.

- Prepared and coordinated onsite logistical requirements and resources, including badging, access, staffing, onsite registration area layouts, equipment, and any other needs specific to client's onsite plan.
- Successfully decreased onsite registration wait-times from 10 minutes to less than 2 minutes by adjusting staffing levels, equipment, and overall onsite logistics.
- Consulted multiple clients on adjusting access requirements and attendee types, saving clients up to $500k on badging, counter setup, staffing, signage and onsite logistics.

Senior Registration Project Manager and Team Trainer

Convention Management Resources, San Francisco, CA, Mar. 2008 - Dec. 2014

- Managed registration programs from project scoping to completion for CMR's biggest association client conventions ranging from 5,000 to 50,000 attendees.
- Successfully managed 5 annual client programs including the development and launch of registration website, resulting in 100% client retention rate.
- Coached clients on registration best practices that apply to their respective program(s) and day-to-day operations. • Supervised registration program team of 10-15 staff, fulfilled badging requirements, executed onsite logistics, mentored and trained onsite staff, and presented post-meeting reporting analysis.
- Demonstrated high-level knowledge of CMR proprietary software applications used in managing registration programs, resulting in being awarded CMR's larger and complex programs.
- Developed and drove program timelines and technical requirements documents that ensured on-time delivery of milestones and deliverables and a smooth registration website experienced for attendees.
- Communicated with the IT and registration team to ensure client program deadlines are met and are launched on-time, even extremely short lead-times.
- Partnered with an internal program team including IT, Finance, Registration staff, and CMR Management to establish program deadlines and requirements.
- Trained and mentored new CMR staff, Registration Managers, and Coordinators on registration processes, database applications, and best practices in providing quality registration services to CMR clients, resulting in 95% approval rates given to the registration team by clients.

Registration Project Manager

George P. Johnson, San Carlos, CA, Feb. 2005 to Sept. 2007

- Managed registration process for hi-tech clients' conferences ranging from 250 to 40,000 attendees. Clients include Sun, Oracle, Intel, and Symantec.
- Partnered with IT Project Manager to scope the technical specifications for online registration forms and reporting requirements and to manage the data integrity process.
- Managed, trained, and on boarded 5-10 full-time registration staff and between 50-300 onsite temporary personnel.
- Effectively interact with audiences at all levels to facilitate and influence decision-making and problem-solving across projects, programs, and teams.

- Directed business improvements and optimizations within the team as the main point of contact resulting in increased workflow efficiency by the registration team.

Collaborative Events Coordinator
Lumetra Healthcare Solutions, San Francisco, CA, January 2003 – February 2005

- Planned collaborative-style training seminars catered to professionals at Skilled Nursing and Assisted Living Facilities on improving the quality of care for nursing facility residents across California.

Administrative Assistant
Hillhaven – Sterling Senior Care, Concord, CA 1993-1995

- Assistant to Director or Nursing for the Western Regional Office
- Assistant to Executive Training Director – coordinated CEU training for professional staff.

LICENSES & CERTIFICATIONS

- California RCFE Administrator License 6081286740, February 2026
- Society of Certified Senior Advisors, March 2026

TECHNICAL SKILLS

CVENT
Rainfocus
Swoogo
Hopin
G2Planet

Microsoft Office Suite
Google Suite
Smartsheet
Slack
Asana
Teamwork

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 Solano Agency on Aging Advisory Council: Submitted

Category of Membership for Which You Are Applying

Napa County Representative

Profile

Michael (First Name) | (Middle Initial) | O'connell (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District 2

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

Primary Phone

HEALTHCARE SOLUTIONS	Principal Consultant	/ VP OPERATIONS — MEDICAL GROUP & AMBULATORY ENTERPRISE
Employer	Job Title	Occupation

Education/Experience

Master of Health Administration (MHA) — Saint Louis University, Saint Louis, MO Bachelor of Science — University of Illinois, Urbana-Champaign, IL Credentials: FACMPE | FACHE

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

N/A

Resume

Resume_M._OConnell_-_Napa.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

A Cicchetti: ; Patricia Deasy: ; Trevelyon Williams:

Community Participation

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

As an active member of the Napa community, I am committed to supporting programs and services that strengthen our region, with a particular focus on the needs of our aging population. I hope to contribute to the Napa/Solano Advisory Council on Aging by helping communicate the priorities of older adults, advocating for policies, services, and legislation that enhance their well-being, offering thoughtful input on program development, and providing leadership and outreach to ensure the Council remains a strong and effective voice for our community

Nature of activity and community location

In addition to my leadership roles in my career, I have served on the Board of Directors for several organizations (Medical Group Management Association, California Association of Healthcare Leaders, ACHE of Northern Ohio, Ohio Medical Group Management Association, Michiana Medical Office Management Association) along with leadership roles with an Ohio Chamber of Commerce, Ohio Church Parish Council, and community outreach associations (Paint the Town, Detroit).

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

Blessing Bag Ministry Committee, St. Apollinaris Catholic Church, 3700 Lassen Street, Napa, CA 94558: Board committee member that leads efforts to support the unhoused and vulnerable neighbors by providing them with small acts of kindness through provision of personal items (toiletries, bottled water, socks, food) in Napa County. Abode Services, Heritage House/Valle Verde House, 3700 Valle Verde Drive, Napa, CA 94558: Collaborate with Abode staff in supporting programs and services that support provision of stable housing, onsite support services, and community space for low-income households, agricultural workers, and those exiting homelessness. California Association of Healthcare Leaders (CAHL), 1200 Gough Street, San Francisco, CA 94109, Member of three committees (Career Development and Transition, Senior Executive Engagement, and Mentorship) to advance healthcare leadership excellence and improve the lives of the communities it serves through professional development, mentorship, and networking within in 50 of California's 58 counties for its 1,700 members. City of Napa Senior Advisory Commission, 955 School Street, Napa, CA 94558: The City of Napa's Senior Advisory Commission acts as an advisory body to the City Council and Parks and Recreation Services Director, promoting the quality of life for seniors. Its purpose is to provide input on senior programs, recommend policies for the Napa Senior Center, advocate for senior issues, and encourage regional collaboration. Medical Group Management Association, 104 Inverness Terrace East, Englewood, CO 80112: Former Board Member supporting professional development, networking, and educational programming for 60,000 members.

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)

Michael O'Connell

Date

06/25/2026

MICHAEL A. O'CONNELL, MHA, FACMPE, FACHE
Napa, CA | | Email:
LinkedIn:

CHIEF OPERATING OFFICER / VP OPERATIONS — MEDICAL GROUP & AMBULATORY ENTERPRISE
Turnaround + growth leader | Multi-site operations | Dyad leadership | Performance improvement

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EXECUTIVE SUMMARY

Healthcare executive with 25+ years leading enterprise operations, performance improvement, and strategic execution across academic health systems, physician enterprises, medical foundations, ACOs, and multi-site ambulatory networks. Track record of building high-performing teams, aligning dyad leadership models, and delivering measurable improvements in quality/safety, access, patient experience, employee engagement, compliance, and financial performance. Extensive experience in complex environments including union workforces, academic governance, multi-stakeholder funds flow, value-based care, and large-scale transformation.

CORE LEADERSHIP STRENGTHS

Physician enterprise operations | Medical group operations | Ambulatory strategy | Access optimization | Provider productivity (wRVU) + panel optimization | Multi-site standardization | Network optimization | Dyad leadership + governance | Revenue cycle + margin recovery | Quality & safety | Patient experience | Workforce engagement | Budgeting/forecasting | Transformation execution | Compliance + risk

CAREER HIGHLIGHTS

- Led operations within a joint academic medical enterprise spanning **12 hospitals** and a physician network representing **40% of NJ physicians**, supporting **2M+ ambulatory visits**, **6.5M wRVUs**, **$1.7B net operating revenue**, **3,500 providers**, **5,000 employees**, and **365 locations**.
- Served as COO of a Stanford-aligned medical foundation/physician network with **70 sites**, **1,200 employees**, **400 providers**, and **$600M revenue**, driving year-over-year improvement across finance, quality/safety, patient experience, and engagement.
- Led operations for an MSSP/ACO environment generating $13M$–**17M annual savings** (year-over-year) and supported broader value-based and capitated arrangements.
- Delivered major transformation including **space consolidation (500K sq ft portfolio)**, access optimization, and pandemic-era rapid scaling of video visits and respiratory/vaccine center operations.

PROFESSIONAL EXPERIENCE

HEALTHCARE SOLUTIONS — Napa, CA | 2024–Present
Principal Consultant

- Advise C-suite and operational leaders on enterprise initiatives spanning workforce strategy, recruitment, program development, financial improvement, and change management.
- Develop and execute strategic and operational plans to improve access, productivity, service, safety, and financial outcomes.
- Provide executive career transition support and leadership coaching aligned to next-role readiness.

RWJBARNABAS HEALTH / RUTGERS HEALTH — West Orange, NJ | 2022–2023
Interim Chief Operating Officer, Medical Group

- Led development and execution of the **2023 operational plan** and **2023–2024 budget**, driving improvement across quality, safety, engagement, network optimization, and profitability; **exceeded 2023 financial targets and productivity** (first time since medical group formation).
- Aligned incentives across hospitals and eight service lines to advance an integrated network supporting accountable care and value-based care models.
- Established **two new joint governance committees** to enable aligned funds-flow and approval processes for new provider/staff investments across the School of Medicine, hospitals, and medical group.

- Managed clinical operations for Rutgers University School of Medicine clinics: **1,000 providers**, **140 subspecialties**, **12 clinical departments**, and academic chairs within complex multi-union environments.

STANFORD MEDICINE PARTNERS (SMP) — Newark, CA | 2017–2022
Chief Operating Officer, Stanford Medicine Partners

- Directed medical foundation operations including HR/talent acquisition, finance, revenue cycle, call center, HIM, compliance/risk, PMO, facilities/asset management, IT, supply chain, emergency management, EHS/security, patient experience, IDHE, contract management, clinical educators, imaging, lab, and procedure/policy implementation.
- Partnered with academic faculty in **18 specialties** across **5 practice models**, enabling community-based access aligned with Stanford hospitals.
- Provided executive oversight for accountable care operations including clinical operations, care coordination, population health, quality improvement, contracting/payer relations, informatics/HIE, legal/compliance, staffing/credentialing, governance, marketing, and communications.
- Supported MSSP operations generating $13M$–**17M year-over-year savings**; helped drive a broader value-based portfolio including capitated plans and Medicare Advantage arrangements.
- Achieved a **20% bottom-line financial recovery** through operational redesign and dyad leadership model implementation with aligned incentives.
- Led access optimization and resource utilization initiatives improving same-day access and specialty-specific access management.
- Consolidated practice footprint across a **500K sq ft office space portfolio** to improve operational efficiency and standardization.
- Led COVID-19 operational response including regional respiratory/vaccine centers and rapid expansion of video visits; chaired/led a Video Visit Task Force establishing specialty-specific guiding principles.

CLEVELAND CLINIC — Cleveland, OH | 2000–2017
Vice President Operations and MSO Executive Director

- Directed inpatient and outpatient clinical and support service operations, including union workforce leadership and integrated service line operating models.
- Led multiple support service departments to top-tier results in patient experience, employee engagement, productivity, and financial performance (environmental, dietary, medical records, transport, safety/security).
- Developed and scaled programs across cardiac cath/interventional radiology, behavioral health, anticoagulation/CHF/cardiac rehab/pulmonary rehab, bedside delivery and retail pharmacy, nursing home lab services, infusion, occupational health, materials management, and ancillary services.
- Advanced "Likelihood to Recommend" patient experience performance to the **80th–90th percentiles** through a comprehensive patient experience strategy; received **four President's awards** for employee engagement achievement.
- Directed physician recruitment, contract negotiations, and operational support for **100 physicians**; managed physician compensation and incentive approaches in academic/community settings.

MEMORIAL HEALTH SYSTEM (now Beacon Health System) — South Bend, IN
Director of Operations, Memorial Medical Group (MMG)

- Built standardized integration/support services for acquired practices spanning billing/records, staffing, supply chain, and capital planning.
- Developed four primary care referral centers (**15K sq ft**) incorporating primary/specialty care, imaging, lab, and procedural services.
- Led physician governance committees and helped develop physician leadership development programming.

MERCY HEALTH SERVICES (now Trinity Health) — Farmington Hills, MI
Project Manager, Professional and Physician Services; Administrative Fellow

- Managed cross-functional projects in physician recruitment, leadership development, GME, nursing, CQI, imaging, lab, pharmacy, Joint Commission readiness, analytics/benchmarking, physician advisory councils, and quality services.

EDUCATION & CREDENTIALS

Master of Health Administration (MHA) — Saint Louis University, Saint Louis, MO
Bachelor of Science — University of Illinois, Urbana-Champaign, IL
Credentials: FACMPE | FACHE

SELECTED PRESENTATIONS

- Creating Innovative Training Programs for Healthcare Leaders — MGMA Leaders Conference, Orlando, FL (Sept 2025)
- Leading Transformational Change Through Serving Leadership — MGMA Medical Practice Excellence Conference, Denver, CO (Oct 2024)
- Developing Strategies to Address Ambulatory Care Front-Line Staff Burnout — ACHE Congress on Healthcare Leadership, Chicago, IL (Mar 2023)

SELECTED PUBLICATIONS / AWARDS

- “Rev Up Your Practice’s Revenue” — Physicians Practice (Feb 2023)
- ACHE California Chapter — Senior-Level Healthcare Executive President’s Award (2023)
- ACHE — Exemplary Service Award (2020)

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1380

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Reappointments to the Unincorporated Napa Valley Tourism Improvement District Governing Committee

RECOMMENDATION

Reappoint George Goeggel to a fourth term, representing Auberge du Soleil/Top 5 Revenue, and Edward P. Costa to a second term, representing Carneros Resort and Spa/Top 5 Revenue, to the Unincorporated Napa Valley Tourism Improvement District Governing Committee. The terms of office shall commence immediately and expire on June 30, 2030. (No Fiscal Impact)

BACKGROUND

There are currently two openings due to term expirations on the Unincorporated Napa Valley Tourism Improvement District Governing Committee. The County Executive Office advertised the openings and received two reappointment requests from George Goeggel and Edward P. Costa.

The Napa Valley Tourism Improvement District (NVTID) promotes tourism throughout Napa County, and its activities are funded by a 2% assessment on gross short-term (less than 30 days) room rentals in lodging businesses. The assessment was made effective July 1, 2010.

The NVTID Governing Committee is charged with developing and overseeing the share of the assessment funds generated in the unincorporated area and is ruled by a Governing Policy approved by the Governing Committee on August 15, 2016 and adopted by the Board on October 18, 2016. The Governing Policy defines the Governing Committee's membership term as staggered four-year terms and ensures that membership is open to other lodging businesses every year that there is a vacancy on the Governing Committee.

The NVTID Governing Committee is composed of the following seven members:

- One member of the Board of Supervisors;
- The County Executive Officer's designee;

- A member of the Napa Valley Vintners; and
- Four representatives of the eligible lodging businesses.

Requested Action:

Reappoint George Goeggel and Edward P. Costa to the Unincorporated Napa Valley Tourism Improvement District Governing Committee.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 1, 2026

Edward P. Costa

Napa, CA 94558
Via email:

Re: Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID)

Dear Edward:

You have been a valued member of the **Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID)** representing **one of the top five revenue-generating lodging businesses in unincorporated Napa County.** The term of your position will expire June 30, 2026. If you wish to request reappointment for a 4-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 **Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID)** for the term expiring June 30, 2030.

= = = =

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?

Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID): Submitted

Category of Membership for Which You Are Applying

Governing Committee

Profile

Edward (First Name) | P (Middle Initial) | Costa (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District **2**

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

Primary Phone

Carneros Resort and Spa	Managing Director	Resort Managing Director
Employer	Job Title	Occupation

Education/Experience

5 1/2 Years as Managing Director of Carneros Resort and Spa Previous Experience as Hotel General Manager at 3 properties over 7 years. Additional 25+ years in Hospitality experience. Board Member for Visit Napa Valley. Previous Board Member for Visit West Hollywood.

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

N/A

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

N/A

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

Anne Elcon, Dir of Marketing Carneros Resort and Spa - Chad Arkoff, Ownership Group Carneros Resort and Spa - Brett Vieau, Director of Facilities Carneros Resort and Spa and Napa Resident -

Community Participation

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

I enjoy working with a group as we focus on a common goal to make improvements that will benefit all. I believe my extensive hospitality background will make me a true asset to the committee. The diversity of working in major cities across the country may add a new point of view and some fresh ideas based on past experience. Most importantly i have worked in unincorporated Napa county for more than 5 years where i have built an existing business into a much higher quality business that is much more profitable as well. My time here has given me a good understanding of the marketing that has been done and I believe i can add a new perspective and ideas for the future.

Nature of activity and community location

Since my arrival at Carneros Resort and Spa i have worked to position the resort as a strong member of the community. I have been involved in so many of the events in the Valley such as Festival Napa, Film Festival and BottleRock. I have worked to build new partnerships with local wineries, art galleries and other businesses. I personally live in Napa and plan to be here long term and want to continue to work to help grow the travel industry in the Valley.

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

Visit Napa Valley Board Member Current

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 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)

Edward P Costa

Date

04/08/22

EDWARD P. COSTA, JR.

Napa, CA 94559
Cell:
Email:

EXPERIENCE:

November 2016 to Present

CARNEROS RESORT AND SPA, Napa, CA (Evolution Hospitality)
Managing Director
100 luxury hotel Cottages

- Manage daily operations of 28 Acre Property with 100 Individual Cottages and homes and 300 employees
- 3 Full Service Restaurants, Room Service, Retail Markets, Spa, 2 Pools, 35,000 SF of Event space across 9 venues, Water Treatment Plant
- 17 Homes with Fractional ownership and manage HOA with 85 homeowners
- Manage 24 Homes on property
- Increased GOP in first year by 46%
- Grew Annual ADR by more than $550 in less than 5 Years

December 2013 to November 2016

THE LONDON NYC, New York, NY (Luxury Resorts)
General Manager
563 luxury hotel rooms

- Manage daily operations of 563 room all suite hotel as well as Food & Beverage which includes Gordon Ramsay Restaurant, In-Room Dining, and a variety of Event Space
- All union Hourly staff of over 500 and 60 Managers
- Restructure of staffing to reduce F&B Management by 4, Housekeeping Management by 5 and Conference Services by 1
- Work with ownership to position hotel for purchase, meeting with all potential buyers providing all necessary financials and information required

May 2012 to December 2013

THE LONDON WEST HOLLYWOOD, West Hollywood, CA (Luxury Resorts)
General Manager
200 luxury hotel rooms

- Manage daily operations of 200 room all suite hotel as well as Food & Beverage which includes Gordon Ramsay Restaurant, In-Room Dining, Rooftop Pool and Restaurant and 20,000 SF of Event Space
- Completed restructure of Management and Hourly Staff to provide efficiencies while maintaining high level of service and guest satisfaction
- Increased profits more than $2 Million in just one year and increased ADR by more than $30
- Maintained the Number 1 Ranking in Trip Advisor consistently for more than 1 year

September 2011 to May 2012 — **HILTON BOSTON DOWNTOWN**, Boston, MA (Luxury Resorts)
General Manager
362 hotel rooms

- Manage daily operations of 362 room hotel including 66 suites, as well as all Food & Beverage Operations
- Partnered with outside company to reconcept Food & Beverage Operation and oversee complete renovation of existing space
- Targeted by Union in first month. Led Union Avoidance campaign and was able to hold off a union vote for the 6 months I managed the hotel
- Eliminated on site Sales Department and worked with 4 other Hilton Hotels in Boston to integrate property into a complexed Sales Department

March 2009 to September 2011 — **THE WALDORF ASTORIA**, New York, NY
Executive Director of Food and Beverage
1415 luxury hotel rooms

- Responsible for all aspects of Food and Beverage operations for a $90 Million hotel in midtown Manhattan
- Oversee staff of 800 employees and 40 Managers
- Involved in all areas of Labor Relations on a daily basis
- Increased profits in first year of $1.8 Million over prior year
- Responsible for all financials including, payroll, expenses, annual budget and monthly forecasting of 11 separate P&Ls

March 2008 to Dec 2008 — **THE REGENT BOSTON AT BATTERY WHARF**, Boston, MA
Director of Operations /Hotel Manager
150 luxury hotel rooms and 104 luxury condominiums

- Responsible for all Rooms and Food and Beverage operations of a luxury hotel in downtown Boston.
- Oversee pre-opening of a new construction luxury hotel and condos.
- Handle all purchases of all operating fixtures, furniture, equipment, uniforms and inventory.
- Design all menus, wine lists
- Hire all staff and supervise all training and service elements

2003 to 2007 — **VINALIA,** Boston, MA
Partner, General Manager
250 seat restaurant, lounge and wine bar located in downtown Boston

- Responsible for hiring and training of entire staff, marketing and PR
- Responsible for all accounting and financial information on daily and monthly basis
- Designed menu and wine list which consists of 50 wines by the glass as well as over 300 wines by the bottle

1990 to 2003 **BOSTON HARBOR HOTEL,** Boston, MA
Hotel Manager
5 star luxury hotel located on the waterfront in downtown Boston.

- Duties included supervision, training and establishing service standards of all operational departments in Rooms Division and Food and Beverage
- Oversight of complete renovations of function space and restaurants
- Worked in all areas of Food and Beverages including, Room Service, Restaurant Manager, Banquet Manager, Director of Catering
- 4 years as Director of Food and Beverage, responsible for complete operation of $25 million of food and beverage revenue. Responsible for complete organization and operation of Boston Wine Festival for 10 years, including production of all sales and marketing materials

1995 to 1998 **WOODY'S**, Hyannis, MA
Partner, General Manager
125 seat seasonal restaurant and bar, high volume casual restaurant.

- Responsible for all aspects of the operation, including ordering and inventory of all food and beverages, accounting and daily operation of restaurant
- Hiring and training of new staff for each season

1988 to 1990 **WONDERLAND BALLROOM,** Revere, MA
General Manager
800 seat function room and dance hall

- Responsible for organizing entertainment and all food and beverages for the 3 dance events per week
- Organized special events including major political, corporate and social events as well as concerts for up to 2500 people
- Responsible for staff of 50 people and all food and beverages

1982 to 1988 **AUGUSTINE'S RESTAURANT**, Saugus, MA
Restaurant Manager
700 seat restaurant and function hall

- Worked in all areas of the restaurant including dining room, function room, kitchen, bakery and office
- Implemented new point of sale system.
- Responsible for staff of 75 people

EDUCATION: Bentley College, Waltham, MA
1987 - 1989 – Business Management

College of the Holy Cross, Worcester, MA
1985 - 1987 – Classics/Pre-Med

AWARDS AND RECOGNITION: 2006 Boston Business Journal "40 Under 40" Top Business Professionals

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

June 1, 2026

George A. Goeggel
[redacted]
Calistoga, CA 94515
Via email: [redacted]

Re: Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID)

Dear George:

You have been a valued member of the **Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID)** representing **one of the top five revenue-generating lodging businesses in unincorporated Napa County.** The term of your position will expire June 30, 2026. If you wish to request reappointment for a 4-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 **Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID)** for the term expiring June 30, 2030.

==========

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.napacounty.gov/1420/Boards-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, email, or fax.**

SIGNATURE

6/2/2026
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?

Unincorporated Napa Valley Tourism Improvement District Governing Committee (NVTID): Submitted

Category of Membership for Which You Are Applying

Top Revenue

Profile

George
First Name

Middle Initial

Goeggel
Last Name

Email Address

Home Address

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.

Primary Phone

Auberge du Soleil	Managing Partner	Managing Partner
Employer	Job Title	Occupation

Education/Experience

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

Jane Goeggel

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.

L ey Gallagher: ; Don Shindle: ; Patrick Nayrolles:

Community Participation

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

Shaping/ Conserving the Napa Valley Destination's future;40+ years of hospitality expertise

Nature of activity and community location

NVTC - Board Member; VNV- Past Chair and Board Memeber

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)

N/A

Electronic Signature Agreement

George Goeggel

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)

George Goeggel

Date

6/2/26

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1318

TO: Board of Supervisors

FROM: Sheryl D. Bratton, County Counsel

REPORT BY: John Tuteur, Registrar of Voters, and Silva Darbinian, Deputy County Counsel

SUBJECT: Adopt a Resolution consolidating municipal elections to be held on November 3, 2026.

RECOMMENDATION

Adopt a Resolution consolidating the municipal elections for the Cities of Napa, Calistoga, American Canyon St. Helena, and Town of Yountville, and district elections for the Napa County Regional Park and Open Space District, Napa Valley Community College District, Napa Valley Unified School District, Calistoga Joint Unified School District, St. Helena Unified School District, and Pope Union Elementary School District, all to be held on November 3, 2026, and authorize and direct the County Elections Official to provide election-related services with full reimbursement of any costs incurred by the County. (No Fiscal Impact)

BACKGROUND

Pursuant to California Elections Code Sections 10400, 10401, 10402.5, 10403, County Counsel and Registrar of Voters request adoption of a Resolution consolidating municipal elections for the Cities of Napa, Calistoga, American Canyon St. Helena, and Town of Yountville, and district elections for the Napa County Regional Park and Open Space District, Napa Valley Community College District, Napa Valley Unified School District, Calistoga Joint Unified School District, St. Helena Unified School District, and Pope Valley Union Elementary School District, all to be held on November 3, 2026, and authorize and direct the Elections Division of the Assessor-Recorder-County Clerk Department to provide election-related services with full reimbursement by the entities any costs incurred.

The resolutions adopted by the Cities, Town and Districts are included as part of this board letter and generally summarized below:

1. City of Napa has adopted Resolution No. R2026-060, calling an election for the purpose of electing two members to the Napa City Council.

2. City of Calistoga has adopted Resolution Nos. 2026-30 and 2026-31, calling an election for the purpose of electing a mayor and two members to the Calistoga City Council.

3. Town of Yountville has adopted Resolution No. 26-4427, calling an election for the purpose of electing a mayor and two members to the Yountville Town Council and submitting to the voters a ballot question related to the Town of Yountville's Measure Y (increase in appropriation limits.

4. City of St. Helena has adopted Resolution Nos. 2026-063 and 2026-064, calling an election for the purpose of electing a mayor and two members to the St. Helena City Council and also adopted Resolution No. 2026-070 calling for the placement of a general tax measure designated as Measure S on the ballot for the November 3, 2026 municipal election.

5. City of American Canyon has adopted Resolution No. 2026-39, calling an election for the purpose of electing two members to the American Canyon Council and also adopted Resolution No. 2026-57, calling for the placement of a general tax measure designated as Measure P on the ballot for the November 3, 2026 municipal election.

6. Napa County Regional Park and Open Space District has adopted Resolution No. 26-02 for the election of two governing members.

7. Napa Valley Unified School District has adopted Resolution No. 26-35 calling an election for the purpose of electing four members to the Board of Trustees of the Napa Valley Unified School District.

8. Calistoga Joint Unified School District has adopted Resolution No. 25-26-16 calling an election for the purpose of electing two members to the Board of Trustees of the Calistoga Joint Unified School District.

9. Pope Valley Union Elementary School District has adopted Resolution No. 2026-06 calling an election for the purpose of electing two members to the Board of Trustees of the Pope Valley Union Elementary School District.

10. St. Helena Unified School District has adopted Resolution No. 25-36 calling an election for the purpose of electing three members to the Board of Trustees of the St. Helena Unified School District.

11. Napa Valley Community College District has adopted Resolution No. 26-15 calling an election for the purpose of electing four members to the Board of Trustees of the Napa Valley Community College District.

Requested Action: Adopt a Resolution consolidating the municipal elections for the Cities of Napa, Calistoga, American Canyon St. Helena, and Town of Yountville, and district elections for the Napa County Regional Park and Open Space District, Napa Valley Community College District, Napa Valley Unified School District, Calistoga Joint Unified School District, St. Helena Unified School District, and Pope Union Elementary School District, all to be held on November 3, 2026, and authorize and direct the County Elections Official to provide election-related services with full reimbursement of any costs incurred by the County.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary? Mandatory

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).

RESOLUTION NO. 2026-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON CALLING AND GIVING NOTICE OF A MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, REQUESTING CONSOLIDATION OF SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION, AND REQUESTING ELECTION SERVICES FROM THE COUNTY OF NAPA

WHEREAS, pursuant to the laws of the State of California relating to general law cities and the American Canyon Municipal Code, a Municipal Election is required to be held on November 3, 2026, for the election of certain municipal officers; and

WHEREAS, the City Council of the City of American Canyon desires to call and give notice of said Municipal Election pursuant to the California Elections Code; and

WHEREAS, it is desirable that the Municipal Election be consolidated with the Statewide General Election to be held on November 3, 2026, and that within the City of American Canyon the precincts, vote centers, polling places, election officers, and election procedures be the same; and

WHEREAS, the City Council desires that the Napa County Elections Division canvass the returns of the Municipal Election and that the election be conducted in all respects as though there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Election Called.
Pursuant to the requirements of the laws of the State of California relating to general law cities, a Municipal Election is hereby called and ordered to be held in the City of American Canyon on Tuesday, November 3, 2026, for the purpose of electing two (2) members of the City Council for full four-year terms.

Section 2. Ballots.
The ballots to be used at the election shall be in the form and content required by law.

Section 3. Request for Election Services.
Pursuant to Elections Code section 10002, the City Council hereby requests that the Napa County Board of Supervisors authorize the Napa County Elections Official to provide election services to the City of American Canyon for the consolidated election, including but not limited to the following:

a) Provide vote centers, polling places, ballot drop boxes, and election officers, and establish compensation for such services;
b) Provide for the receipt, processing, and counting of vote-by-mail ballots;
c) Furnish precinct supplies, indices, training, and related election materials and services;
d) Procure and furnish official ballots, notices, printed matter, equipment, and all supplies necessary to lawfully conduct the election;
e) Conduct the central counting of ballots, count write-in votes, and conduct the official canvass of the election returns;
f) Certify the results and provide all required post-election services and materials;

g) Perform all other services and take all actions necessary for the conduct of the election as may be requested by the City; and
h) Provide the City with an itemized invoice for services provided.

Section 4. Notice of Election.
Notice of the time and place of holding the election is hereby given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in the time, form, and manner required by law.

Section 5. Request for Consolidation.
Pursuant to Elections Code section 10403, the Napa County Board of Supervisors is hereby requested to consent and agree to the consolidation of the City of American Canyon Municipal Election with the Statewide General Election to be held on November 3, 2026.

Section 6. Canvass and Conduct of Election.
The Napa County Elections Division is authorized to canvass the returns of the election. The election shall be held and conducted in all respects as if there were only one election, and only one form of ballot shall be used. The election shall be conducted in accordance with the provisions of law regulating the Statewide General Election.

Section 7. Reimbursement of Costs.
The City of American Canyon recognizes that additional costs will be incurred by the County of Napa by reason of this consolidation and agrees to reimburse the County for all costs related to the election services provided that are not otherwise reimbursed by the State of California.

Section 8. Filing of Resolution.
The City Clerk is hereby directed to file certified copies of this Resolution with the Napa County Board of Supervisors and the Napa County Elections Division.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of American Canyon held on the 2nd day of June 2026, by the following vote:

AYES: Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington
NOES: None
ABSTAIN: None
ABSENT: None

Pierre Washington, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

~~Matthew Summers, City Attorney~~
Jon DiCristina, Asst. City Attorney

ATTEST
This document is a correct copy
of the original on file in the office of the
City Clerk of the City of American Canyon,
County of Napa, State of California
By _____ Date 6/4/2026

Docusign Envelope ID: F4C0FDAE-084D-8538-8383-57B5AB2C877C

ATTEST
This document is a correct copy of the original on file in the office of the City Clerk of the City of American Canyon, County of Napa, State of California
By _____ Date 6/30/2026

RESOLUTION NO. 2026-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON SUBMITTING A PROPOSED TRANSACTIONS AND USE TAX TO THE CITY'S VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, pursuant to Resolution No. 2026-39, the City Council called a general municipal election for Tuesday, November 3, 2026, to be consolidated with the statewide election that same day (the "Election"); and

WHEREAS, the City Council of the City of American Canyon wishes to present a transactions and use tax ordinance, attached hereto as Exhibit A (the "Ordinance"), to the City's voters at the Election; and

WHEREAS, the Ordinance would impose a new general tax of one percent on the retail sale, or the use and consumption, of tangible personal property within the City; and

WHEREAS, the City Council seeks assistance from the Napa County Assessor / Recorder / County Clerk / Registrar of Voters ("County Elections Official") to include the Ordinance in the Election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council previously called and noticed a general municipal election to be held on November 3, 2026 (the "Election"). Pursuant to the laws of the State of California, the City Council hereby submits the Ordinance to the voters at the Election and orders the following question appear on the ballot for the Election:

Measure P

American Canyon Public Safety, Parks, City Services Measure. Shall an ordinance funding American Canyon's general City services, such as maintaining 911 response / neighborhood police patrols; preventing crime; reducing wildfire risk by managing brush / other flammable vegetation; addressing speeding / unsafe driving; keeping public areas / parks safe / clean; maintaining and expanding safe places for children to play; maintaining parks, trails, youth / adult recreation, senior programming, among others; by establishing a 1% sales tax, providing approximately $3,700,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled, be adopted?	Yes __X__ No ____

The full Ordinance comprising this measure is attached hereto as Exhibit A and is incorporated herein by this reference. The Ordinance requires the approval of a simple majority (50% plus one) of those voting on it.

SECTION 2. The City Council hereby asks the Napa County Board of Supervisors ("Board of Supervisors") to authorize the County Elections Official to render all services necessary to conduct the Election. The City Council hereby asks the Board of Supervisors to consolidate the Election with any other election the County Elections Official is to administer on November 3, 2026, and to order the Election to be conducted by the County Elections Official. (Elec. Code, §§ 10402, 10403.) The City Council acknowledges that the Election will be held and conducted in the manner prescribed in Elections Code section 10418. The ballots to be used in the election shall be in form and content as required by law.

The City Clerk is authorized and directed to work with the County Elections Official and to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia as needed to properly and lawfully conduct the Election. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections. The City of American Canyon will reimburse Napa County for the actual costs incurred in conducting the Election upon receipt of a bill stating the amount due.

The notice of the time and place of holding the Election is hereby given, and the City Clerk and County Elections Official are authorized to give further notice of the Election as required by law.

SECTION 3. The City Clerk is directed to file certified copies of this Resolution with the Board of Supervisors, with a copy to the County Elections Official. (Elec. Code, § 10402.) The City Clerk is further authorized and directed to perform all other acts necessary or required by law to implement this Resolution and related to the Election.

SECTION 4. The City Clerk shall set the deadline for submission of arguments in favor of or against the Ordinance and provide notice of that deadline. The City Clerk may do this in coordination with the County Elections Official, as necessary. In all respects, the process to choose these arguments shall accord with Elections Code sections 9280 et seq. and 9600 et seq.

The City Council hereby authorizes any and all Councilmembers to prepare and file the written argument in support of the measure on behalf of the City Council. (Elec. Code, § 9282(b).)

Further, the City Council hereby adopts the provisions of Elections Code section 9285(a) authorizing rebuttal argument only as to arguments for the Election. This Subdivision 4(C) is repealed, and the provisions of section 9285(a) shall not apply, thereafter.

SECTION 5. The City Clerk is directed to transmit a copy of the Ordinance to the City Attorney, who shall prepare an impartial analysis of the Ordinance in accordance with applicable law. The impartial analysis shall indicate that the measure was placed on the ballot by the City Council.

If the entire text of the Ordinance is not printed in the voter information pamphlet, the following shall be printed immediately below the impartial analysis in no smaller than 10-point type: "The above statement is an impartial analysis of Measure P. The full text of Measure P can be found online at [URL]. If you desire the measure, please call the election official's office at 707-647-4369 and a copy will be mailed at no cost to you."

SECTION 6. The adoption of this Resolution is exempt from the California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq. and California Code of Regulations, title 14, section 15000 et seq. (CEQA Guidelines). The calling of a municipal election is not a project within the meaning of CEQA Guidelines section 15378. Further, the general tax proposed by this Resolution is a government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and thus adopting this Resolution is not a project under CEQA Guidelines section 15378(b)(4).

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or

portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 8. The City Clerk shall certify the adoption of this Resolution, which shall be effective upon its adoption, and shall give notice of the measure to be voted on in the manner provided by law.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of American Canyon held on the 16th day of June 2026, by the following vote:

AYES: Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Mayor Pierre Washington
NOES: Vice Mayor Mark Joseph
ABSTAIN: None
ABSENT: None

Signed by:
A60975A8B57D4C9...
Pierre Washington, Mayor

ATTEST:

Signed by:
Nicolle Hall
3CF365066559444...
Nicolle Hall, CMC, Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Matthew Summers
04DF74093C5347D...
Matthew Summers, City Attorney

ORDINANCE NO. 2026-XXXX

AN ORDINANCE OF THE PEOPLE OF THE CITY OF AMERICAN CANYON AMENDING THE AMERICAN CANYON MUNICIPAL CODE BY ADDING CHAPTER 3.22 TO TITLE 3, IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE PEOPLE OF THE CITY OF AMERICAN CANYON DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3.22 is hereby added to Title 3 of the American Canyon Municipal Code to read in its entirety as follows:

Chapter 3.22 Transactions and Use Tax

3.22.010 Title

This chapter shall be known as the American Canyon Transactions and Use Tax Ordinance. The City of American Canyon hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

3.22.020 Operative Date

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of the ordinance codifying this chapter.

3.22.030 Purpose

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time,

minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.22.040 Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.22.050 Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this chapter.

3.22.060 Place of Sale

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.22.070 Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of one percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.22.080 Adoption of Provisions of State Law

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.22.090 Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

    1. The word “State” is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

   a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

   b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.22.100 Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.22.110 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the

retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this subsection (B), the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this subsection (C), storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.22.120 Amendments

All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

3.22.130 Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. The tax imposed by this Ordinance shall remain in effect until repealed by the City Council or the voters of the City of American Canyon.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act. (Pub. Resources Code, § 21000 et seq.) It can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment. (14 CCR § 15061(b)(3).) Further, this Ordinance simply creates a government funding mechanism, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (14 CCR § 15378(b)(4).)

SECTION 5. This Ordinance relates to the levying and collecting of a City tax and shall take effect immediately if it is approved by the City's voters.

SECTION 6. The Mayor shall sign, and the City Clerk shall attest to the passage of, this Ordinance upon certification by the City Council of the results of the election approving it.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon held on the 16th day of June, 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

_____
Matthew Summers, City Attorney

RESOLUTION NO. 2026-30

ADOPTED MAY 12, 2026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AND BALLOT MEASURES, IF ANY, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to the general law cities in the State of California, a General Municipal Election shall be held on November 3, 2026, for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CALISTOGA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Calistoga, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing a Mayor to a full term of two (2) years and two (2) Members of the City Council to a full term of four (4) years.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Napa Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That in the event of a tie vote (two or more persons receive an equal and highest number of votes for an office) as certified by the County of Napa Registrar of Voters, shall in accordance with Election Code § 15651(a), resolve the tie vote by lot.

Section 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this **12th** day of **May, 2026.** I, **YUDIANA GALVAN, CITY CLERK OF THE CITY OF CALISTOGA, HEREBY CERTIFY** the foregoing resolution was introduced and passed at a regular meeting of the Calistoga City Council by the following roll call vote:

AYES: Mayor Williams, Vice Mayor Gift and Councilmembers, Lopez-Ortega Eisenberg and Cooper
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Yudiana Galvan, City Clerk

APPROVED:

Donald Williams, Mayor

RESOLUTION NO. 2026-31

ADOPTED MAY 12, 2026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA TO CONSOLIDATE AND RENDER SPECIFIED SERVICES TO THE CITY RELATED TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, the City Council of the City of Calistoga called a General Municipal Election to be held on November 3, 2026, for the purpose of the election of a Mayor to a full term of two (2) years and two (2) Members of the City Council to a full term of four (4) years; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the county election department of the County of Napa canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CALISTOGA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Napa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of electing a Mayor to a full term of two years and two Members of the City Council to a full term of four years.

Section 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary as prescribed by §10418 of the Elections Code for the holding of the consolidated election.

Section 4. That the City of Calistoga recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Napa.

Section 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this the **12th** day of **MAY, 2026.** I, **YUDIANA GALVAN, CITY CLERK OF THE CITY OF CALISTOGA, HEREBY CERTIFY** the foregoing resolution was introduced and passed at a regular meeting of the Calistoga City Council by the following roll call vote:

AYES: Mayor Williams, Vice Mayor Gift and Councilmembers, Lopez-Ortega Eisenberg and Cooper
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Yudiana Galvan, City Clerk

APPROVED:

Donald Williams, Mayor

RESOLUTION 25-26-16

RESOLUTION OF THE CALISTOGA JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES SPECIFYING THE CONDUCT OF THE ELECTION FOR GOVERNING BOARD MEMBERS TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, California Education Code section 5322 requires the Calistoga Joint Unified School District Board of Trustees to adopt a resolution specifying the conduct of the election for governing board members to be held on November 3, 2026, and;

WHEREAS, Education Code 5000 is the authority for conducting such election, and;

WHEREAS, Education Code 5016 requires the Board of Trustees to determine which procedure is to be used for determining the winner in case of a tie vote, and;

WHEREAS, Election Code 13307(e) requires the governing body to specify whether the district or the candidate shall pay for the candidate statement authorized by Election Code 13307(a).

WHEREAS, District boundary lines have changed; the parcels have been reassigned to the St. Helena Unified School District as follows: 021-030-063-000, COOK GLENN E & GAYLE SHURTZ TR, 282 CRYSTAL SPRINGS RD, SAINT HELENA CA 94574-9664, 282 N FORK CRYSTAL SPRINGS RD, ST HELENA CA; 021-030-065-000, COBBLEDICK RANCH LLC, 282 CRYSTAL SPRINGS RD, SAINT HELENA CA 94574, 236 CRYSTAL SPRINGS RD, ST HELENA CA.

NOW, THEREFORE BE IT RESOLVED that the Calistoga Joint Unified School District Board of Education specifies that an election for governing board members will be held on November 3, 2026 and conducted according to the California Elections Code.

BE IT FURTHER RESOLVED that the purpose of the election is to elect two Members of the Board of Trustees of the Calistoga Joint Unified School District.

Name of Current Incumbent:	Term of Office to be Filled:
Laurel Rios	4 years (2026-2030)
Indira Lopez-Jones	4 years (2026-2030)

BE IT FURTHER RESOLVED that pursuant to Education Code section 5016 in the case of a tie vote the winner will be decided by lot election.

BE IT FURTHER RESOLVED that pursuant to Election Code section 13307(e) the cost of candidate statements will be levied against the candidate.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Trustees of the Calistoga Joint Unified School District at a regular meeting of the Board held on the 8th day of June 2026, by the following vote:

AYES: TRUSTEES Reid, Rios, Lopez-Jones, Gonzalez, Rothberg-Allan

NOES: TRUSTEES _____

ABSENT: TRUSTEES _____

ATTEST:

_____

Laurel Rios
Clerk of the Board of Trustees

RESOLUTION R2026-060

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FROM DISTRICT 1 AND ONE COUNCILMEMBER FROM DISTRICT 3; REQUESTING THAT THE NAPA COUNTY BOARD OF SUPERVISORS CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION; AND REQUESTING THAT THE NAPA COUNTY REGISTRAR OF VOTERS RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

WHEREAS, the City of Napa Charter Section 17A and Napa Municipal Code Section 1.08.010 provide that the General Municipal Election for the City shall be held on the first Tuesday after the first Monday in November of each even-numbered year; which means that the next General Municipal Election will be held on November 3, 2026; and

WHEREAS, pursuant to California Elections Code section 1200, the statewide general election shall be held on the first Tuesday after the first Monday in November of each even-numbered year; which means that the next statewide general election will be held on November 3, 2026; and

WHEREAS, City Charter Section 8 provides for a four-year term for each Councilmember; and

WHEREAS, Napa Municipal Code Chapter 1.10 identifies parameters for election of Councilmembers in district-based elections, and Napa Municipal Code Section 1.10.020 defines the sequence of elections so that the offices of Councilmember for Districts 1 and 3 are up for election in 2026; and

WHEREAS, in the course of conducting a General Municipal Election on November 3, 2026, it is necessary for the City to request services of Napa County as set forth in this resolution; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the City Council's adoption of this resolution.

2. Pursuant to the requirements of the City Charter and the Napa Municipal Code, the City Council hereby calls and orders to be held in the City of Napa, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing one Councilmember from District 1, and one Councilmember from District 3, with each Councilmember serving a four-year term.

3. Pursuant to California Elections Code Division 10, Part 3 (Sections 10400, *et seq.*), the City Council hereby requests that the Board of Supervisors of Napa County ("Board of Supervisors") consolidate the City's General Municipal Election with the statewide general election on November 3, 2026. The offices to be voted upon at the Consolidated General Municipal Election will be one member of City Council from District 1 and one member of City Council from District 3, each for a four-year term. The City hereby acknowledges that the Consolidated General Municipal Election will be held and conducted in the manner prescribed in California Elections Code section 10418. The City Council hereby requests that the Board of Supervisors authorize and direct the Napa County Elections Department to take any and all steps necessary for the holding of the Consolidated General Municipal Election.

4. Pursuant to California Elections Code section 10002, the City Council hereby requests that the Board of Supervisors authorize and direct the Napa County Elections Department to provide such services as may be necessary to properly and lawfully hold and conduct a Consolidated General Municipal Election in the City on November 2, 2026, including, but not restricted to, furnishing indexes and election equipment, appointing precinct workers and officials, instructing workers and officials, addressing sample ballots for the Consolidated General Municipal Election, issuing vote-by-mail ballots, issuing absentee ballots, establishing and providing early voting, conducting central counting and official canvass, and performing such other acts as may be required, or directed by the City Clerk, subsequent to acceptance of nomination materials by the City Clerk.

5. The City Clerk is hereby authorized and directed to reimburse the County for services performed in accordance with this resolution, when the work is completed and upon presentation to the City of a properly approved bill subject to the approval by the City Clerk.

6. The City Clerk is hereby authorized and directed to coordinate with the Napa County Registrar of Voters to procure and furnish the procurement of any and all official ballots, notices, printed matter and all supplies, equipment, paraphernalia that may be necessary in order to properly and lawfully conduct the Consolidated General Municipal Election. The ballots to be used at the election shall be in form and content as required by law.

7. In all particulars not recited in this resolution, the General Municipal Election shall be held and conducted as provided by law for holding municipal elections.

8. This resolution provides notice of the time and place of holding the General Municipal Election, and the City Clerk is authorized, instructed and directed to give further or additional notice of the General Municipal Election in time, form, and manner as required by law.

9. The City Council hereby authorizes the City Clerk to supply the County Elections Official with a list of the City's precincts, or consolidated precincts, no later than 61 days before the election, in accordance with California Elections Code Section 10002.

10. The City Clerk is direct to forward a certified copy of this resolution without delay to the Napa County Board of Supervisors and to the County Registrar of Voters.

11. This resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 2nd day of June, 2026, by the following vote:

AYES: DeNatale, Luros, Narvaez, Painter, Sedgley

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST: _____
Tiffany Carranza
City Clerk

Approved as to form:

_____
Christopher Diaz
Interim City Attorney

RESOLUTION No. 26-02

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS CALLING A GOVERNING BOARD MEMBER ELECTION AND CONSOLIDATING IT WITH THE NOVEMBER 3, 2026 GENERAL ELECTION FOR THE PURPOSE OF ELECTING ONE DIRECTOR FROM WARD ONE AND ONE DIRECTOR FROM WARD FIVE

WHEREAS, on November 7, 2006, the voters of Napa County established the Napa County Regional Park and Open Space District ("District") pursuant to the provisions of Article 3, Chapter 3 of Division 5 of the Public Resources Code (commencing with Sec. 5500) with responsibility for protecting and stewarding public open space resources and providing outdoor recreational and educational opportunities; and

WHEREAS, the Board of Directors of the District is comprised of five directors nominated and elected by ward, as provided in Public Resources Code Sec. 5527; and

WHEREAS, the ward boundaries were adjusted in 2022 pursuant to District Resolution No. 22-03 to match those of the Napa County Board of Supervisors; and

WHEREAS, Public Resources Code Sec. 5528 sets forth the manner of nomination and election of District Directors; and

WHEREAS, Public Resources Code Sec. 5530 sets forth the manner of requesting consolidation of the general District election with the **November 3, 2026** General Election; and

WHEREAS, pursuant to Public Resources Code Sec. 5532(e) if, by 5 p.m. on the 83rd day prior to the day fixed for the ensuing general election, only one person has been nominated for any elective office to be filled at that election, or no one has been nominated for the office, the Board of Directors shall make the appointments; and

WHEREAS, any person may be nominated for the office of Director of the District upon written petition of 50 or more qualified electors of the ward in which the nominee resides; and

WHEREAS, a person is not entitled to serve as a Director unless they are a resident and elector of the ward and District as provided in Public Resources Code Sec. 5522; and

WHEREAS, Public Resources Code Sec. 5532 and relevant sections of the Elections Code shall apply to the election of Directors, nomination papers, certification of candidates, and oaths of office; and

WHEREAS, that for election of Directors, the persons receiving the highest number of votes for each ward, respectively, shall be elected Directors of the District to hold office until their successors are elected and qualified, or as otherwise provided by law; and

WHEREAS, in the case of a tie vote, the provisions of Elections Code Sec. 15651(a) shall apply and the winner will be determined by lot; and

WHEREAS, the elective offices currently occupied by Brad Wagenknecht for Ward 1 and currently occupied by Barry Christian for Ward 5 are up for election in 2026.

NOW, THEREFORE, BE IT RESOLVED by the governing board of the Napa County Regional Park and Open Space District as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Pursuant to Elections Code Sec. 12001, the Board hereby calls and orders to be held a general District election on **November 3, 2026,** for the purpose of electing one Director from Ward 1 and one Director from Ward 5, each for a four-year term. The manner of holding the election shall, unless Article 3 of Chapter 3 of Division 5 of the Public Resources Code provides otherwise, be in accordance with the general election laws of the State for a local election which is consolidated with a statewide election.

3. The Board hereby requests the Napa County Board of Supervisors to consolidate the general District election with the statewide general election to be held on November 3, 2026. The offices to be voted upon at the consolidated election will be one Director from Ward 1 and one Director from Ward 5, each for a four-year term.

4. The Board hereby requests the Napa County Board of Supervisors to permit the Napa County Registrar of Voters ("Registrar") to conduct the District election on behalf of the District. Subject to the approval of the District's request by the County Board of Supervisors, the District will reimburse Napa County for costs associated with conducting the election.

5. The Board hereby requests that the Napa County Board of Supervisors authorize and direct the Registrar to take any and all steps necessary for the holding of the consolidated general District election, including giving notice of the election in accordance with Public Resources Code Sec. 5529.

6. Pursuant to Public Resources Code Sec. 5530, the Board hereby authorizes the Registrar to canvass the returns of the District election and certify the result of the canvass to the District Board.

7. The Board hereby directs the District Secretary to forward a certified copy of this resolution without delay to the Napa County Board of Supervisors and to the Registrar.

8. This resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa County Regional Park and Open Space District at a regular meeting of said Board on the 8th day of June, 2026 by the following vote:

AYES: 4 DIRECTORS Wagenknecht, Gregory, Clarey, Melendez

NOES: 0 DIRECTORS N/A

ABSTAIN: 0 DIRECTORS N/A

ABSENT: 1 DIRECTORS Christian

By: Patricia Clarey
Patricia Clarey, President

APPROVED AS TO FORM
District Counsel

By: Sabrina S. Wolfson

Date: June 3, 2026

APPROVED BY THE NAPA COUNTY
REGIONAL PARK AND OPEN SPACE
DISTRICT BOARD OF DIRECTORS
Date: 6/5/26
Processed by:
District Secretary

NAPA VALLEY COLLEGE

Napa Valley Community College District

Resolution No. 26-15

RESOLUTION OF THE BOARD OF TRUSTEES OF NAPA VALLEY COMMUNITY COLLEGE DISTRICT ORDERING GOVERNING BOARD MEMBER ELECTION

ORDER OF ELECTION
(Education Code Sections 5000, 5018, 5304 and 5322)

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board of Napa Valley Community College District, of Napa and Sonoma Counties, now be it

RESOLVED that the County Superintendent of Schools for these counties call the election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

- The election shall be held on Tuesday, November 3, 2026.
- The purpose of the election is to elect four (4) members of the governing board of Napa Valley Community College District, in Areas 2, 3, 4, and 5.
- The Board has determined that the candidates will pay for the Candidate's Statement.
- The Board has determined that the action to be taken in the event of a tie vote is as follows: the winner of the election shall be determined by lot at a time and place to be designated by this Board.
- The Board requests that the Elections Division publish the Notice of Election in a newspaper of general circulation in the Napa Valley Community College District.

IT IS FURTHER ORDERED that the secretary of the district shall deliver not less than 123 days prior to the date set for the election, two (2) copies of this Resolution and Order to the county superintendent of schools and one (1) copy to the officers conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the governing board of Napa Valley Community College District of Napa and Sonoma Counties, being the board authorized by law to make the designations therein contained on July 16, 2026.

AYES: 6
NOES: 0
ABSTENTIONS: 0

Jennifer Baker, President/Chair
Napa Valley College Board of Trustees

Dr. Gayle Pitman, Secretary
Napa Valley College Board of Trustees

NVUSD
NAPA VALLEY UNIFIED SCHOOL DISTRICT

NAPA VALLEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 26-35

RESOLUTION OF THE BOARD OF EDUCATION OF THE NAPA VALLEY UNIFIED SCHOOL DISTRICT REGARDING THE ORDER OF ELECTIONS, SPECIFICATIONS OF THE ELECTION ORDER AND CONSOLIDATION REQUEST

WHEREAS, a Biennial District General Election has been ordered to be held on November 3, 2026, in the Napa Valley Unified School District, of Napa County, California, for the purpose of electing 4 members of the District Board of Trustees; and

WHEREAS, pursuant to Part 3 (commencing with Section 10400) of the Election Code of the State of California and Section 5342 of the Education Code of the State of California, such election may be either completely or partially consolidated; and

WHEREAS, on June 9, 2026, the Board of Education for the Napa Valley Unified School District declared a vacancy for the Board seat in Trustee Area 7, and pursuant to Section 5093 of the Education Code the timing of the vacancy requires a special election to be held in November of 2026, consolidated with the General Election.

WHEREAS, pursuant to Section 5322 of the Education Code of the State of California, this Board must adopt a resolution constituting a "Specifications of the Election Order"; and

NOW THEREFORE, BE IT RESOLVED by the Board of the Napa Valley Unified School District as follows:

1. That, pursuant to Section 5322 of the Education Code and Section 10403 of the Election Code, the Board of the Napa Valley Unified School District calls for an election to be held on November 3, 2026, and requests that the Board of Supervisors of Napa County to completely consolidate the election with the statewide election.
2. That the Board of the Napa Valley Unified School District requests the Board of Supervisors of Napa Valley County to hold and conduct the election in the manner prescribed in Section 10418 of the Elections Code of the State of California and to further provide that the Registrar of Voters canvass the returns of the election.
3. The purpose of the election is to elect four members of the Board for the following Trustee Areas: 1, 3, 6, and 7, now held by the following members.

   Trustee Area 1: Robin Jankiewicz
   Trustee Area 3: Cindy Watter
   Trustee Area 6: Elba Gonzalez-Mares
   Trustee Area 7: Vacant (2-year term)

4. That each district involved in a general election in an affected county shall reimburse the county as set forth in Title 1, Div. 1, Part 4, Chapter 3, Art. 8 of the Education Code (Educ. Code § 5420 et seq.)

5. That the candidates' statements of qualifications shall be limited to 200 words; that the District shall pay up to $500 for the cost of printing, translating and distributing said statements for each candidate who files such statement, and that each candidate who files such statement shall be required to pay in advance any estimated costs of printing, handling, translating and distributing of said candidate statement that will exceed the $500 covered by the District as such estimated costs are determined by the Registrar of Voters.
6. That the current map showing the boundaries of the district and the boundaries of the divisions of the district, is herewith submitted as Exhibit A.
7. That the method of determining the winner or winners in the event of a tie vote shall be a runoff election, pursuant to Section 5016 of the Education Code of the State of California. 8. That the names of all current Board members, date of each term end, and trustee area are:

Member Name:	Term End:	Trustee Area
Robin Jankiewicz	2026	Area 1
Lisa W. Chu, Ph.D.	2028	Area 2
Cindy Watter	2026	Area 3
Eve Ryser	2028	Area 4
John Henry Martin	2028	Area 5
Elba Gonzalez-Mares	2026	Area 6
Vacant	2028	Area 7

The foregoing Resolution was adopted at a meeting of the Governing Board of the Napa Valley Unified School District on June 25, 2026, by the following vote:

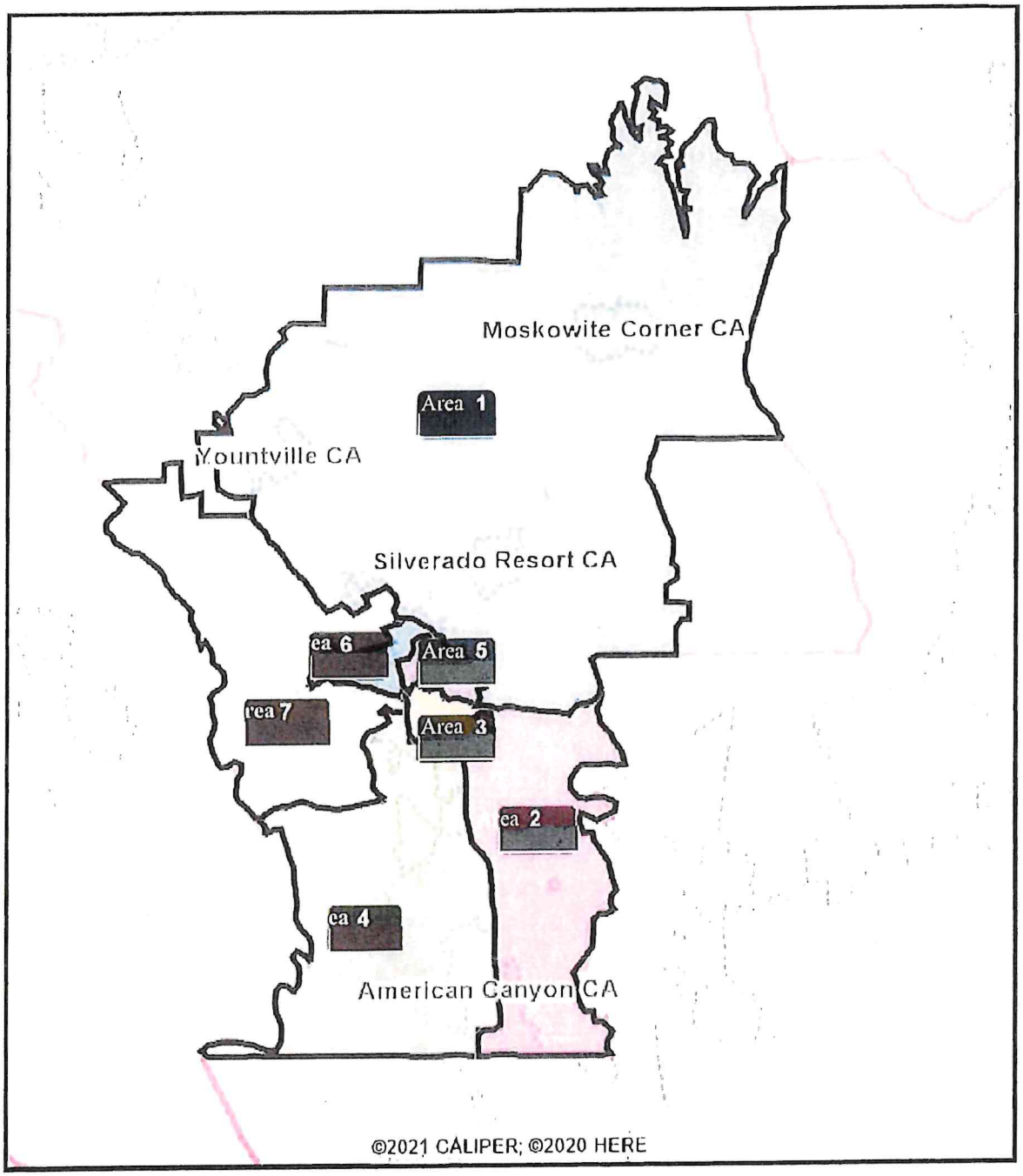
AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 1

Lisa Chu, Ph.D.
President of the Governing Board
Napa Valley Unified School District

CERTIFIED TO BE A TRUE AND CORRECT COPY:

Elba Gonzalez-Mares
Vice President of the Governing Board
Napa Valley Unified School District

NVUSD Trustee Area Map 2026 **Exhibit A**



POPE VALLEY UNION ELEMENTARY SCHOOL DISTRICT
6200 Pope Valley Road, Pope Valley, CA 94567
707-965-2402

Resolution 2026-06
CALLING FOR TRUSTEE ELECTION IN NOVEMBER 2026
(Education Code Sections 5000, 5018, 5304, and 5322)

WHEREAS, the regular biennial election of Board of Trustee Members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of Members of the Board of Trustees of Pope Valley Union Elementary School District. of Napa County, now be it

RESOLVED, THAT THE County Superintendent of Schools for this county call the election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, **November 3, 2026**.

Pope Valley Union Elementary School District's boundary lines have NOT changed.

The purpose of the election is to elect two (2) Members of the Board of Trustees of Pope Valley Union Elementary School District.

Name of Current Incumbents	Term of Office to be Filled
Brian Varner	4 Years (2026-2030)
Shasta Torrey	4 Years (2026-2030)

THE DISTRICT shall be responsible for the costs incurred by candidates in publishing a Statement of Qualifications of 200 words or less pursuant to Elections Code 11325 and 13307, including the cost of a Spanish translation, if such a statement and translation is requested by the candidates. The District will be billed for the costs along with other election costs.

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot (Education Code 5016).

IT IS FURTHER ORDERED that the clerk or secretary of the district shall deliver not less than 123 days prior to the date set for the election, two (2) copies of this Resolution and Order to the Superintendent of Schools and one (1) copy to the officer conducting the election.

APPROVED AND ADOPTED this 16th day of June 2026, at a Regular Meeting of the Board of Trustees, Pope Valley Union Elementary School District, of Napa County, California, by the following formal vote:

AYES: 3
NOES: 0
ABSTAIN: 0
ABSENT: 2

Brian Varner V.P.

I, ~~Paul Kimsey~~, ~~Clerk~~ of the Governing Board of Pope Valley Union Elementary School District of Napa County, California, do hereby certify that the Board ruling is a full, true, and correct copy of a resolution adopted by said Board at a duly constituted Board meeting on June 16, 2026.

ATTEST: _____
~~Clerk of the Board~~
Vice President

_____
President, Board of Education

RESOLUTION NO. 2026-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AND BALLOT MEASURES, IF ANY, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2026, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of St. Helena, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing a Mayor for the full term of two (2) years and two (2) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Napa Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls (vote centers) for the election shall be open at seven (7) o'clock a.m. of the day of the election and shall remain open continuously from that time until eight (8) o'clock p.m. of the same day when the polls(vote centers)shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Napa Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

Approved at a Regular Meeting of the St. Helena City Council on June 23, 2026, by the following vote:

Mayor Dohring:	**YES**
Vice Mayor Deasy:	**YES**
Council Member Barak:	**YES**
Council Member Diaz	**ABSENT**
Council Member Spadarotto:	**YES**

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Andrew Bradley, City Clerk/Elections Official

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1889
STATE OF CALIFORNIA

RESOLUTION NO. 2026-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026.

WHEREAS, the City Council of the City of St. Helena called a General Municipal Election to be held on November 3, 2026, for the purpose of the election of a Mayor and two (2) Members of the City Council; and;

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the county election department of the County of Napa canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Napa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 3, 2026, for the purpose of the election of a Mayor for a full term of two (2) years and two (2) Members of the City Council to a full term of four (4) years.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of St. Helena recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Napa.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Approved at a Regular Meeting of the St. Helena City Council on June 23, 2026, by the following vote:

Mayor Dohring:	**YES**
Vice Mayor Deasy:	**YES**
Council Member Barak:	**YES**
Council Member Diaz	**ABSENT**
Council Member Spadarotto:	**YES**

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Andrew Bradley, City Clerk/Elections Official

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1883
STATE OF CALIFORNIA

RESOLUTION NO. 2026-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF AN ORDINANCE TO ENACT A SUPPLEMENTAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX) AT THE RATE OF ONE-HALF PERCENT (1/2%) UNTIL ENDED BY VOTERS; REQUESTING THE COUNTY OF NAPA TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION OF EVEN DATE; AND SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE.

WHEREAS, the City of St. Helena is responsible for and committed to maintaining municipal services and the public health, safety, and welfare of the community; and

WHEREAS, the City recognizes the important role of our public library in the community; and

WHEREAS, the City's local roads, bridges, and sidewalks require ongoing repair and reinvestment to maintain and improve their condition and to reduce potholes; and

WHEREAS, the City desires to maintain youth programming that benefits St. Helena children through City-run programs and sports leagues, camps and library programs; and

WHEREAS, the LNU and Glass Fires underscore the importance of 911 emergency response, fire protection, disaster preparedness, and managing hazardous fuels like weeds and brush; and

WHEREAS, a citizen-initiative countywide sales tax ballot measure which has qualified for the November ballot would fund fire services at the County of Napa, but the measure does not provide funding to cities within the County to support City fire prevention efforts; and

WHEREAS, police services are a significant part of the City budget, representing 23% of the total General Fund expenditures of the City and residents reported that these services are a high priority; and

WHEREAS, the City recently adopted a Walking Trails and Open Space Plan but it lacks funding to invest in any new capital programs; and

WHEREAS, a portion of locally generated sales tax is paid by visitors, tourists, and other non-residents who come to visit St. Helena to dine and shop; and

WHEREAS, locally controlled funding from this Measure cannot be taken by the State or County governments, and would be used in St. Helena to benefit local residents; and

WHEREAS, this locally controlled measure incorporates fiscal accountability and transparency provisions, including independent third-party audits and public spending disclosures; and

WHEREAS, the City of St. Helena ("City") is authorized to levy a Transactions and Use Tax ("TUT") for general purposes pursuant to California Revenue and Taxation Code section 7285.9, subject to approval by a majority vote of the electorate pursuant to Article XIIIC, section 2 of the California Constitution ("Proposition 218"); and

WHEREAS, pursuant to California Elections Code section 9222, the City Council has authority to place local measures on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council would like to submit to the voters at the November 3, 2026 General Municipal Election a measure establishing a supplemental general TUT of one-half percent (1/2%) on the sale and/or use of all tangible personal property sold at retail in the City until ended by voters, as more specifically set forth in the attached proposed ordinance adding Chapter 3.26 to Title 3 of the City's Municipal Code; and

WHEREAS, the one-half percent (1/2%) TUT is a general tax, the revenue of which will be placed in the City's general fund and will be used to pay for general City services; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218, an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIIIC, section 2(b)), the general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, the City's general municipal elections for officers are held on the first Tuesday after the first Monday in November of each even-numbered year. Therefore, the next regularly scheduled General Municipal Election for the election of members of the City Council will be held on Tuesday, November 3, 2026; and

WHEREAS, pursuant to Revenue and Taxation Code section 7285.9, a two-thirds (2/3) vote of all members of the City Council is required to place the Measure on the November 3, 2026 ballot; and

WHEREAS, the ordinance to be considered by the qualified voters and the terms of approval, collection and use of the general TUT are described and provided for in the

ordinance/measure attached hereto as Exhibit "A" (the "Measure") and by this reference made an operative part hereof, in accordance with all applicable laws.

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, voting centers and election officers of the two elections be the same, and that the Napa County election department canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, it is also desirable to establish deadlines and rules for the submission of written arguments and rebuttals for and against the Measure in accordance with applicable California Elections Code procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference are made an operative part hereof.

SECTION 2. Submission of Ballot Measure. Submission of Ballot Measure. Pursuant to California Elections Code section 9222, Revenue and Taxation Code section 7285.9 and any other applicable requirements of the laws of the State of California relating to the City, the City Council, **by a two-thirds (2/3) vote of all members**, hereby orders the Measure to be submitted to the voters of the City at the General Municipal Election to be held on **Tuesday, November 3, 2026.**

SECTION 3. Ballot Question. The City Council, pursuant to its right and authority, does hereby order that the Measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 3, 2026, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

"St. Helena City Services Measure. To maintain/improve St. Helena's long-term finances and maintain 911 fire/public safety response, St. Helena's infrastructure including repairing roads/potholes/sidewalks; reducing local wildfire risk by managing brush/other fuels; maintain parks; supporting local businesses; for other general city services; shall the measure be adopted establishing a ½¢ locally controlled sales tax, generating approximately $2,000,000 annually until ended by voters, requiring	**YES**	
	NO	

independent audits, public spending disclosure, all funds benefiting St. Helena residents?"		

SECTION 4. Election Procedures.

A. The ballots to be used at the election shall be in the form and content as required by law.

B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Napa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of submitting to the voters the question relating to the City's Measure.

C. The election services which the City of St. Helena requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots; the establishment or appointment of precincts, polling places, voting centers, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places and voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of St. Helena; and the performance of such other election services as may be requested by the City Clerk.

D. The City Clerk is authorized, instructed and directed to procure and furnish, or cause to be procured and furnished through the County of Napa, any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

E. The polls, vote centers and/or vote-by-mail drop-off boxes shall be open and the procedures for submitting votes-by-mail or votes at polls and vote centers shall be in accordance with those times and procedures established by the County of Napa, except as otherwise provided in the Elections Code of the State of California.

F. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

G. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

H. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

I. The Napa County Registrar of Voters is hereby authorized to canvass the returns of said election.

J. The City Clerk of the City of St. Helena shall receive the canvass from the County as it pertains to the election on the Measures, and shall certify the results to the City Council, as required by law.

SECTION 5. Arguments and Impartial Analysis.

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, which arguments may be changed until and including Friday, August 14, 2026 at 4 p.m., after which no arguments for or against the Measure may be submitted to the City Clerk. Arguments in favor of or against the Measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the Measure as provided by law. The Impartial Analysis shall be filed by Friday, August 7, 2026. The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Measure ____. If you desire a copy of the Measure, please call the election**

official's office at (707) 968-2640 and a copy will be mailed at no cost to you."

D. That the provisions of this Section 5 herein shall apply only to the election to be held on November 3, 2026, and shall then be repealed.

SECTION 6. Rebuttals.

A. Pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than Friday, August 21, 2026 at 4 p.m., after which no rebuttals may be submitted to the City Clerk. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

B. The provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2026, and shall then be repealed.

SECTION 7. Placement on the Ballot. The full text of the Measure/shall not be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of the Measure at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Measure attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Napa County and to the Registrar of Voters of Napa County.

SECTION 9. Public Examination. Pursuant to California Elections Code section 9295, the Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 7 day of July, 2026.

PAUL DOHRING, Mayor

ATTEST:

Andrew Bradley, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-Incorporated May 14, 1939
STATE OF CALIFORNIA

I, Andrew Bradley, City Clerk of the City of St. Helena, California, do hereby certify that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted by at least four affirmative votes of all members at a regular meeting of the City Council of the City of St. Helena on the 7 day of July, 2026, by the following vote:

AYES: Council Members: Dohring, Deasy, Barak, Diaz
NOES: Council Member:
ABSENT: Council Member: Spadarotto
ABSTAIN: Council Member:

Andrew Bradley, City Clerk

EXHIBIT "A"

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ST. HELENA, CALIFORNIA, ADDING CHAPTER 3.26 TO TITLE 3 ("REVENUE AND FINANCE") OF THE ST. HELENA MUNICIPAL CODE TO ENACT A ONE-HALF PERCENT (1/2%) SUPPLEMENTAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE PEOPLE OF THE CITY OF ST. HELENA DO ORDAIN AS FOLLOWS:

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of St. Helena ("City") is authorized to levy a Transactions and Use Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire add Chapter 3.26 to Title 3 of the St. Helena Municipal Code establishing a Supplemental General Transactions and Use Tax ("TUT") until ended by voters, on the sale and/or use of all tangible personal property sold at retail in the City, at a rate of one-half percent (1/2%).

NOW, THEREFORE, THE PEOPLE OF THE CITY OF ST. HELENA DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Title and Text. This Ordinance shall be known as the "St. Helena Supplemental General Transactions and Use Tax", the full text of which is set forth in Attachment "1", attached hereto and incorporated herein by reference.

Section 2. Approval by the City Council. Pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on July 7, 2026.

Section 3. Approval by the Voters/Amendment. Pursuant to California Elections Code section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of St. Helena voting at the General Municipal Election of November 3, 2026.

Section 4. Operative Date. "Operative Date" for the Transactions and Use Tax means the first day of the first calendar quarter commencing more than 110 days after the date of the election for this Ordinance – April 1, 2027.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

PASSED, APPROVED AND ADOPTED by the People of the City of St. Helena this 3rd day of November, 2026.

_____
PAUL DOHRING, Mayor

ATTEST:

_____
Andrew Bradley, City Clerk

Attachment "1"

"Chapter 3.26 – SUPPLEMENTAL GENERAL TRANSACTIONS AND USE TAX

Sections:
3.26.010 - Title.
3.26.020 - Purpose.
3.26.030 - Contract With State.
3.26.040 - Transactions Tax Rate.
3.26.050 - Place of Sale.
3.26.060 - Use Tax Rate.
3.26.070 - Adoption of Provisions of State Law.
3.26.080 - Limitations on Adoption of State Law and Collection of Use Taxes.
3.26.090 - Permit Not Required.
3.26.100 - Exemptions and Exclusions.
3.26.110 - Amendments.
3.26.120 - Enjoining Collection Forbidden.
3.26.130 - Duration of Tax

Sections:

3.26.010 – Title.

This ordinance shall be known as the "City of St. Helena Supplemental General Transactions and Use Tax Ordinance". The City of St. Helena hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.26.020 – Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as

practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record-keeping upon persons subject to taxation under the provisions of this ordinance.

3.26.030 - Contract With State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.26.040 - Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-half percent (1/2%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.26.050 - Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.26.060 - Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-half percent (1/2%) of the sales price of the property. The sales price shall include delivery

charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.26.070 - Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.26.080 - Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

   1. The word "State" is used as a part of the title of the State Controller, State Treasurer, California Victim Compensation Board, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

   2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

   3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

      a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

      b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

   4. In reference to Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "city" shall be substituted for the word "state" in the phrase "retailer engaged in business in this state" in Section 6203 of the Revenue and Taxation Code and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the City" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.26.090 - Permit not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

3.26.100 - Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subsection, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subsection, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease

has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.26.110 - Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

3.26.120 - Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.26.130 – Duration of Tax.

The authority to levy the tax imposed by this chapter shall continue until this chapter is repealed."

SPECIFYING THE CONDUCT OF THE ELECTION FOR GOVERNING BOARD MEMBERS TO BE HELD ON NOVEMBER 3, 2026 RESOLUTION #25-36

WHEREAS, California Education Code section 5322 requires the St. Helena Unified School District governing board to adopt a resolution specifying the conduct of the election for governing board members to be held on November 3, 2026, and;

WHEREAS, Education Code 5000 is the authority for conducting such election, and;

WHEREAS, Education Code 5016 requires the governing body to determine which procedure is to be used for determining the winner in case of a tie vote, and;

WHEREAS, Election Code 13307(e) requires the governing body to specify whether the district or the candidate shall pay for the candidate statement authorized by Election Code 13307(a).

NOW, THEREFORE BE IT RESOLVED that the St. Helena Unified School District governing board specifies that an election for governing board members will be held on November 3, 2026 and conducted according to the California Elections Code.

BE IT FURTHER RESOLVED that the purpose of the election is to elect Members of the Board of Trustees of the St. Helena Unified School District.

Name of Current Incumbent: Term of Office to be Filled:

Name of Current Incumbent:	Term of Office to be Filled:
Shawn Moura	4 years (2026 – 2030)
Laura Symon	4 years (2026 – 2030)
Jeanmarie Wolf	4 years (2026 – 2030)

BE IT FURTHER RESOLVED that pursuant to Education Code section 5016 in the case of a tie vote the winner will be decided by LOT.

BE IT FURTHER RESOLVED that pursuant to Election Code section 13307(e) the cost of candidate statements will be covered by the district

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Governing Board of the St. Helena Unified School District at a regular meeting of the Board held on the 11th day of June 2026, by the following vote:

AYES: 5
NOES: ϕ

ABSTAIN: Ø
ABSENT: Ø

6/11/2026

Trustee,
St. Helena Unified School District

BOARD OF TRUSTEES
Jeannie Kerr, Shawn Moura
Lisa Pelosi, Laura Symon
Jeannemarie Wolf

DISTRICT ADMINISTRATION
Jodi McClay, Ed.D. • Superintendent
Chris Heller • Assistant Superintendent
Kay Vang, Ed.D. • Chief Business Official

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Town of Yountville
Resolution Number 26-4427

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YOUNTVILLE CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF MAYOR, TWO COUNCIL MEMBERS AND FOR THE SUBMISSION TO THE VOTERS OF ONE QUESTION RELATED TO MEASURE Y (INCREASE IN APPROPRIATION (GANN) LIMITS), REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA TO CONSOLIDATE AND RENDER SPECIFIED SERVICES TO THE TOWN RELATING TO THE CONDUCT OF THE STATEWIDE GENERAL MUNICIPAL ELECTION TO BE HELD ON THE SAME DATE.

Recitals

A. Yountville Municipal Code Section 2.04.070 states the general municipal election for the Town shall be held on the first Tuesday after the first Monday in November of even-numbered year beginning November 2006.

B. The Town Council of the Town of Yountville desires to call a General Municipal Election to be held on November 3, 2026, for the purpose of the election of Mayor and two (2) Councilmembers of the Town Council; and

C. The Town Council desires to submit to the voters the question relating to Measure Y (Increase of Appropriation (Gann) Limits).

D. It is desirable that the General Municipal Election be consolidated with the Statewide General Municipal Election to be held on the same date and that within the Town the precinct, polling place (vote centers) and election of officers and ballot measures of the two elections be the same, and that the Napa County Election Division canvass the returns of the Statewide General Municipal Election and that the election be held in all respects as if there were only one election.

Now, therefore, the Town Council of the Town of Yountville does resolve as follows:

1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Yountville, Napa, County, California, on Tuesday, November 3, 2026 a General Municipal Election for the purpose of electing a Mayor and two Councilmembers of the Town Council to each serve the full four-year term of office.

2. That the Town Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

   A. That Measure Y (Increase of Appropriation Limits – Gann Limit) is to appear on the ballot as follows:

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"To fully utilize TOT and sales tax generated from visitors for public services, parks and recreation, police, and fire emergency programs, shall the appropriations limit set by Article 13B of the California Constitution be increased by $3,000,000 plus 1/4 of TOT revenues for the prior fiscal year, for each year for a four year period commencing FY 2027/2028? By approving this appropriation limit, no existing tax is increased and no new taxes are created."	Yes
	No

3. That the proposed complete text of Measure Y shall be printed in the voter information section of the sample ballot submitted to the voters.

4. That pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Napa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026 for the purpose of the election of a Mayor and two Councilmembers of the Town Council to each serve a full four-year term of office and for submitting Measure Y to the voters.

5. That the ballots to be used at the election shall be in form and content as required by law.

6. That the Town Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election; and to perform all other acts necessary or required by law to implement this Resolution and related to the election.

7. For the purposes of said Election, the Town of Yountville is hereby divided into the following precincts: VBM-351611, VBM-351612, VBM-351613, and VBM-351614.

8. That the polls (vote centers) for the election shall be open at 7:00 o'clock a.m. of the day of the election and shall remain open continuously from that time until 8:00 o'clock p.m. of the same day when the polls (vote centers) shall be closed.

9. That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

10. Council Regulations adopted by Resolution Number 3178-14 on June 3, 2014, for Candidate Statements of Qualifications and foreign language requirements, is incorporated herein by reference except as modified in the following manner: The Town shall pay the cost of translation services for candidate statements.

11. Additional Materials. No candidate will be permitted to include additional materials in

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the sample ballot package.

12. That the Town Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

13. That all previous resolutions establishing Council policy on payment for candidate's statements are repealed.

14. That the Town Clerk is directed to provide a copy of each Measure to the Town Attorney and the Town Attorney shall prepare an impartial analysis of each measure. The analysis of each measure shall not exceed 500 words in length and shall be filed in the Office of the Yountville Town Clerk, 6550 Yount Street, Yountville, California, not later than August 7, 2026 at 5:00 p.m.

15. The Town Council wishes to establish deadlines for filing of arguments for and against the Measures and to provide for rebuttal arguments as follows:

    a. Printed arguments shall be titled either "Argument In Favor Of Measure" or "Argument Against Measure." Arguments in favor of or in opposition to any measure may not exceed 300 words in length and shall be filed at the office of the Yountville Town Clerk, 6550 Yount Street, Yountville, California, not later than August 14, 2026 at 5:00 p.m.

    b. Printed rebuttal arguments shall be titled either "Rebuttal; Argument In Favor Of Measure" and "Rebuttal Argument Against Measure". Rebuttal arguments for any measure may not exceed 250 words in length and shall be filed with the Office of the Yountville Town Clerk, 6550 Yount Street, Yountville, California, not later than August 21, 2026 at 5:00 p.m.

    c. If more than one argument for or more than one argument against any Town measure is submitted, the Town Clerk shall select one of the arguments in favor and one argument against the measure, as set forth in Elections Code section 9287.

16. That the Board of Supervisors is requested to issue instructions to the Napa County Election Division to take any and all steps necessary for the holding of the consolidated election.

17. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

18. That the Napa County Election Division is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

19. The Town Council recognizes that additional costs will be incurred by the Napa County Election Division by reason of this consolidation and authorizes the Town Clerk to administer said election and the Town shall reimburse the Napa County Election Division in full for the services performed upon presentation of a properly

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submitted itemized bill to the Town, as set forth in Elections Code section 10002.

20. The Town Clerk is authorized and directed to take any other step and/or action necessary or convenient to accomplish the election called for in this Resolution.

21. The Town Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Napa County Election Division.

22. The Town Clerk shall certify to the passage and adoption of this resolution.

23. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 16th day of June 2026 by the following vote:

AYES: McKee, Trippe, Knight, Reeves, Mohler
NOES: None
ABSENT: None
ABSTAIN: None

Margie Mohler _____
Margie Mohler, Mayor

ATTEST:

Hilary Gaede _____
Hilary Gaede, Communications Director/Town Clerk

RESOLUTION NO. 2026-

A RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA CONSOLIDATING THE MUNICIPAL ELECTIONS OF THE CITY OF AMERICAN CANYON, THE CITY OF CALISTOGA, THE CITY OF NAPA, THE CITY OF ST. HELENA, AND THE TOWN OF YOUNTVILLE AND THE GOVERNING BOARD MEMBER AND BOARD OF TRUSTEE MEMBER ELECTIONS FOR THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRCT, NAPA VALLEY UNIFIED SCHOOL DISTRICT, CALISTOGA JOINT UNIFIED SCHOOL DISTRICT, POPE VALLEY UNION ELEMENTARY SCHOOL DISTRICT, ST HELENA UNIFIED SCHOOL DISTRICT AND NAPA VALLEY COMMUNITY COLLEGE DISTRICT, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 AND INCLUDING BALLOT MEASURES FOR THE TOWN OF YOUNTVILLE CITY OF AMERICAN CANYON AND CITY OF ST. HELENA, AND DIRECTING THE REGISTRAR OF VOTERS AND ELECTIONS DIVISION TO CONDUCT THOSE ELECTIONS

WHEREAS, Elections Code sections 10400 and 10401 provide that municipal and district elections may be consolidated with a statewide election if ordered by the Board of Supervisors; and

WHEREAS, Elections Code section 10402.5 provides that municipal and district elections must be consolidated with a statewide election that is to be held on the same date; and

WHEREAS, Elections Code sections 1000 and 1001 provide that elections held on the first Tuesday after the first Monday in November of even-numbered years are statewide election dates and therefore November 3, 2026, is a statewide election date; and

WHEREAS, Elections Code section 10403 provides that whenever an election called by a district, city or other political subdivision for the submission of any question or proposition is to be consolidated with a statewide election, and the question or proposition is to appear on the same ballot as that provided for the statewide election, the municipality shall, at least 88 days prior to the date of the election, file with the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question or proposition to be voted upon at the election as it is to appear on the ballot; and

WHEREAS, the City of Napa has adopted Resolution No. R2026-060, calling an election for the purpose of electing two members to the Napa City Council and requesting that the Napa County Board of Supervisors consolidate the municipal election with the statewide election; and

WHEREAS, the City of Calistoga has adopted Resolution Nos. 2026-30 and 2026-31calling an election for the purpose of electing a mayor and two members to the Calistoga City Council and requesting that the Napa County Board of Supervisors consolidate the municipal

election with the statewide election; and

WHEREAS, the Town of Yountville has adopted Resolution No. 26-4427, calling an election for the purpose of electing a mayor and two members to the Yountville Town Council, submitting to the voters a ballot question related to the Town of Yountville's Measure Y (increase in appropriation limits), and requesting that the Napa County Board of Supervisors consolidate the municipal election with the statewide election; and

WHEREAS, the City of St. Helena has adopted Resolution Nos. 2026-063 and 2026-064 calling an election for the purpose of electing a mayor and two members to the St. Helena City Council and requesting that the Napa County Board of Supervisors consolidate the municipal election with the statewide election; and

WHEREAS, the City of St. Helena has additionally adopted Resolution No. 2026-070 calling for the placement of a general tax measure designated as Measure S on the ballot for the November 3, 2026 municipal election and requesting that the Napa County Board of Supervisors consolidate the election with the statewide election; and

WHEREAS, the City of American Canyon has adopted Resolution No. 2026-39 calling an election for the purpose of electing two members to the American Canyon Council and requesting that the Napa County Board of Supervisors consolidate the municipal election with the statewide election; and

WHEREAS, the City of American Canyon has additionally adopted Resolution No. 2026-57 calling for the placement of a general tax measure designated as Measure P on the ballot for the November 3, 2026 municipal election and requesting that the Napa County Board of Supervisors consolidate the election with the statewide election; and

WHEREAS, the Napa County Regional Park and Open Space District has adopted and submitted Resolution No. 26-02 asking the Board of Supervisor to consolidate the Napa County Regional Park and Open Space District governing board election for two governing members with the November 3, 2026 general election; and

WHEREAS, the governing board of the Napa Valley Unified School District has adopted Resolution No. 26-35 calling an election for the purpose of electing four members to the Board of Trustees of the Napa Valley Unified School District; and

WHEREAS, the governing board of the Calistoga Joint Unified School District has adopted Resolution No. 25-26-16 calling an election for the purpose of electing two members to the Board of Trustees of the Calistoga Joint Unified School District; and

WHEREAS, the governing board of the Pope Valley Union Elementary School District has adopted Resolution No. 2026-06 calling an election for the purpose of electing two members to the Board of Trustees of the Pope Valley Union Elementary School District; and

WHEREAS, the governing board of the St. Helena Unified School District has adopted Resolution No. 25-36 calling an election for the purpose of electing three members to the Board of Trustees of the St. Helena Unified School District; and

WHEREAS, the governing board of the Napa Valley Community College District has adopted Resolution No. 26-15 calling an election for the purpose of electing four members to the Board of Trustees of the Napa Valley Community College District; and

WHEREAS, the Cities of American Canyon, St. Helena, Napa, Calistoga, the Town of Yountville, the Napa County Regional Park and Open Space District, the Napa Valley Unified School District, the Pope Valley Union Elementary School District, the Calistoga Joint Unified School District, the St. Helena Unified School District, and the Napa Valley Community College District (collectively "Agencies") have adopted and timely filed the required Resolutions with the Clerk of the Board of Supervisors requesting that their elections be consolidated with the November 3, 2026, statewide general election, that Measures S, P and Y be included on the ballot, and that the Election Division of the Assessor-Recorder-County Clerk Department be directed to conduct the elections; and

WHEREAS, the Agencies have agreed to reimburse Napa County in full for the election services performed by the Election Division upon presentation of a bill for election services to the municipalities and the districts; and

WHEREAS, the Board believes consolidating all of the aforementioned elections, including the ballot measures, with the statewide general election would be cost effective and is the most appropriate manner in which to proceed.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors, State of California, hereby orders and proclaims that the November 3, 2026, general municipal elections for the Municipalities shall be consolidated with the November 3, 2026, statewide general election and the aforementioned ballot measures shall appear on the ballot.

BE IT FURTHER RESOLVED that the following question, which the Town of Yountville has designated as Measure Y, shall be submitted to the Town voters, as set forth in the Town of Yountville's Resolution 26-4427. The Registrar is hereby instructed to place the question on the ballot at said election in substantially the following form:

"To fully utilize TOT and sales tax generated from visitors for public services, parks and recreation, police and fire emergency programs, shall the appropriations limit set by Article 13B of the California Constitution be increased by $3,000,000 plus ¼ of TOT revenues for the prior fiscal year, for each year for a four year period commencing FY 2027/2028? By approving this appropriation limit, no existing tax is increased and no new taxes are created."	Yes
	No

BE IT FURTHER RESOLVED that the following question, which the City of St. Helena has designated as Measure S, shall be submitted to City voters, as set forth in the City of St. Helena Resolution 2026-070. The Registrar is hereby instructed to place the question on the ballot at said election in substantially the following form:

St. Helena City Services Measure. To maintain/improve St. Helena's long-term finances and maintain 911 fire/public safety response, St. Helena's infrastructure including repairing roads/potholes/sidewalks; reducing local wildfire risk by managing brush/other fuels; maintain parks; supporting	Yes

local businesses; for other general city services; shall the measure be adopted establishing a ½¢ locally controlled sales tax, generating approximately $2,000,000 annually until ended by voters, requiring independent audits, public spending disclosure, all funds benefiting St. Helena residents?"	No

BE IT FURTHER RESOLVED that the following question, which the City of American Canyon has designated as Measure P, shall be submitted to City voters, as set forth in the City of American Canyon's Resolution 2026-57. The Registrar is hereby instructed to place the question on the ballot at said election in substantially the following form:

American Canyon Public Safety, Parks, City Services Measure. Shall an ordinance funding American Canyon's general City services, such as maintaining 911 response/ neighborhood police patrols; preventing crime; reducing wildfire risk by managing brush/ other flammable vegetation; addressing speeding/ unsafe driving; keeping public areas/ parks safe/ clean; maintaining and expanding safe places for children to play; maintaining parks, trails, youth/ adult recreation, senior programming, among others; by establishing a 1% sales tax, providing approximately $3,700,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled, be adopted?	Yes
	No

BE IT FURTHER RESOLVED that the Napa County Board of Supervisors, State of California, hereby orders and proclaims that the November 3, 2026, governing board election for the Napa County Regional Park and Open Space District, the Pope Valley Union Elementary School District, the Calistoga Joint Unified School District, the Napa Valley Unified School District, the St. Helena Unified School District, and the Napa Valley Community College District shall be consolidated with the November 3, 2026, statewide general election.

BE IT FURTHER RESOLVED that the polls shall be open from the hours of 7:00 a.m. to 8:00 p.m. on Election Day. The manner of holding the election and the procedure for voting for and against the Measures presented shall be as set forth in the Elections Code for local municipal elections which are consolidated with a statewide general election.

BE IT FURTHER RESOLVED that all precincts established and all election officers appointed for the November 3, 2026, statewide general election shall be the precincts and election officers for the municipal and district elections, and the election officers shall conduct the election and make return thereof according to law.

BE IT FURTHER RESOLVED that Elections Code section 9280, et seq., shall apply to these municipal elections.

BE IT FURTHER RESOLVED that the entire text of the City of American Canyon's Measure P shall be printed in the voter information guide.

BE IT FURTHER RESOLVED that the entire text of the City of St. Helena Measure S shall not be printed in the voter information guide.

BE IT FURTHER RESOLVED that the Election Division conducting the election may publish a notice of the election in a newspaper of general circulation within the County not later than fifty (50) days prior to the election.

BE IT FURTHER RESOLVED that the request of the Agencies, as set forth in their respective Resolutions, is approved and the Election Division of the Assessor-Recorder-County Clerk Department is hereby authorized and directed to procure and furnish those election services requested as is more fully set forth in the aforementioned resolutions.

BE IT FURTHER RESOLVED that the Election Division is directed to submit to the Municipalities and the District a billing for the election services provided by the Election Division of the Assessor-Recorder-County Clerk Department in conformity with Elections Code 10002.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July, 2026, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: July 14, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1101

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Senior Legislative & Policy Advocate

SUBJECT: Update to Napa County Information Technology Use & Security Policy

RECOMMENDATION

Adopt a Resolution updating Section 31A of the Napa County Policy Manual pertaining to technology use and security. (No Fiscal Impact; Discretionary)

BACKGROUND

The Napa County Division of Information Technology Services (ITS) is broadly responsible for providing centralized hardware and software support for County departments and staff. While ITS continues to innovate and meet its mandate each day in a rapidly shifting world, the policy documents in the Board of Supervisors' policy manual do not reflect current practices.

Consequently, ITS seeks to update one of its foundational documents to reflect current practices and industry terminology. This policy document is accompanied by an employee reference guide, posted to the Napa County intranet, which can be amended more efficiently than the policy document to better meet a changing IT landscape and reflect employee questions and feedback. For this reason, staff also elected to put definitions in the employee reference guide, as the definitions of key terms are subject to frequent change by industry standard makers.

Because this update reflects a codification of current practices, employees will not experience any shift in their day-to-day interactions with Napa County-controlled hardware or software or obligations with respect thereto. The updated policy document and accompanying reference guide provide clear and concise direction for employees as to their security obligations and outline proscribed conduct. Pursuant to California Government Code Section 8314, which allows incidental personal use of County resources, the updates also provide guidance as to what incidental personal use means as it relates to Napa County-controlled technology assets.

As noted, this update, along with the Payment Card Industry Compliance Policy adopted by this Board in March, 2026, form cornerstones of the complete ITS policy package. ITS plans to build on this foundation with two additional policies, one covering data classification and security and a second on the proper use of

artificial intelligence by County staff and vendors. ITS expects to bring these policies before this Board in winter of 2026-27.

This item has been placed on the Board's consent calendar because it involves internal, rather than externally facing, operations. This update codifies existing practices and does not involve any change to day-to-day employee use of ITS assets, substantially reducing the utility of an informational presentation by staff.

Requested Action: Adopt a Resolution updating Section 31A of the Napa County Policy Manual pertaining to technology use and security.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Adoption of the policy provides a strong foundation for future ITS policies.
Consequences if not approved:	Failure to adopt this policy today will delay the presentation of the data classification and artificial intelligence policies to this Board.
Additional Information	Strategic initiative: Elevate County Service & Workforce Excellence.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING NAPA COUNTY POLICY MANUAL, PART I: SECTION 31A, EFFECTIVE JULY 28, 2026

WHEREAS, Section 8 of the Board of Supervisors policy manual section 31A provides parameters for the safe and secure use of certain technology assets owned or controlled by the County Executive Office, Division of Information Technology Services ("ITS"); and

WHEREAS, the Board may, by a majority vote, amend these parameters to the extent that such changes are permitted by state or federal law; and

WHEREAS, the Board finds that the current practices of ITS with respect to their technology assets are not properly reflected in the existing policy manual section 31A; and

WHEREAS, the Board finds cause to amend section 31A such that the document will reflect current ITS practices; and

NOW, THEREFORE, BE IT RESOLVED, by the Napa County Board of Supervisors that Section 31A of Part I of the Napa County Policy Manual relating to the "Information Technology Acceptable Use Policy" is amended as shown in Exhibit "A," attached hereto and hereby incorporated by reference, effective July 28, 2026.

BE IT FURTHER RESOLVED, that the Clerk of the Board of Supervisors is directed to incorporate the changes to Section 31A, "Information Technology Acceptable Use Policy," so that the Section reads in the manner set forth in Exhibit "B."

[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 of Supervisors on the 28th day of July, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair
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: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: July 22, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

ITS Acceptable Use Policy: Quick Reference Guide for Employees and Vendors.

What is the Acceptable Use Policy?
The Acceptable Use Policy is a foundational policy document adopted by the Board of Supervisors that protects certain assets owned or controlled by the Napa County Information Technology Services Division.

When does the Acceptable Use Policy apply?
The Acceptable Use Policy applies to the use of all County-owned or County-controlled information assets. Information assets include, but are not limited to, hardware, software, cloud-based resources, and data.

Why is the Acceptable Use Policy important?
The Acceptable Use Policy sets out guidelines for Napa County employees and vendors for the appropriate use of County-owned or -controlled information assets. The appropriate use of information assets benefits the County by strengthening the protection of the County and its personnel and business partners from illegal or potentially damaging activities.

County employees have an ongoing obligation to ensure that these assets are secure and used appropriately. Unauthorized or improper use of County information assets may compromise the confidentiality, integrity, or availability of sensitive data, information systems, or other critical County resources.

Key Definitions
County-owned: Devices and software of which Napa County is the proprietary owner, like laptops, phones, and tablets.
County-controlled: Devices and software to which Napa County has licensed access for the purpose of conducting County business, like Microsoft Office, Granicus/Legistar, and Adobe Acrobat.
Hardware devices: A separate physical component of an information technology system or infrastructure. A hardware device may or may not be a computing device (e.g., a network hub, a webcam, a keyboard, a mouse). (NISTIR 7695).
Information assets: Information assets are owned or operated by Napa County and include but are not limited to hardware devices (e.g. laptops, cell phones), software (e.g., Microsoft Office), cloud-based resources (e.g., Sharepoint and Microsoft OneDrive), and data, and to all personnel and entities authorized to use these assets.
Software: All or part of the programs, procedures, rules, and associated documentation of an information processing system. (NISTIR 7695). Software is usually downloaded onto a system.
Cloud-based resources: A shared pool of computing resources (e.g., Microsoft OneDrive, Sharepoint, and other shared drives) characterized by on-demand, self-service access. (NIST SP 800-145).
Data: Representation of facts, concepts, or instructions in a manner suitable for communication, interpretation, or processing by humans or by automatic means (NIST SP 800-160v1r1); *also* a representation of information, including digital and non-digital formats, from which understandable information is derived (NIST SP 800-88r2).

Quick Reference Guide	
Do	**Do Not**
Access only information for which you have both (1) authorized access and (2) a need-to-know, meaning that the information is necessary to the performance of their job.	Use the access privileges of another person to gain or attempt to gain unauthorized access to information.
Protect County components from unauthorized access by logging off or locking your work systems when not in use.	Circumvent or attempt to circumvent County security controls (e.g., by taking a photo of protected digital information on a personal device).
Inform the system administrator when a person's access to a particular system is no longer needed (e.g., completion of a project, transfer, graduation, retirement, resignation).	Use County information assets to store, send, or arrange to send emails or access content that includes chain letters, unauthorized mass mailings, malicious code, or pornographic, racist, or offensive material. Refrain from using the reply-all function on emails with large numbers of recipients.
Use the Sign in with Microsoft option and use your assigned County Microsoft account credentials to access or register for approved third-party applications or services.	Use personal accounts on third-party applications or services for work-related access without approval from ITS (e.g., Google Docs).
Report suspicious activity or potential threats to Napa County Information Security staff at NCIS@countyofnapa.org.	Use County information assets for personal enjoyment or an outside endeavor not related to County business in excess of incidental personal use.
Remember that your use of county information assets and their contents is not confidential or private.	Share or carelessly fail to properly conceal from discovery work-related accounts, passwords, PINs, security questions or answers, security tokens, or similar information or devices used for authentication and authorization purposes.
Get ITS approval before downloading any third-party software.	Access county information systems from personal devices unless explicitly authorized through ITS through approved remote access or mobile device solutions.
When in doubt, find out. Ask your supervisor about departmental practices or open an ITS help desk ticket for issues related to your hardware or software.	Introduce or unauthorized software, firmware, or hardware to any County information system (e.g., a personal or foreign USB or thumb drive).
	Use County information assets to engage in or solicit the violation of any law, regulation, policy, or standard issued by the federal government, the State of California, or Napa County.

What is incidental personal use?
Government Code Sec. 8314 permits incidental personal use of County resources.
At Napa County, this means:

- Incidental personal use of County information assets, like email, printer, or computer use, is restricted to County personnel only. Use by family members or others not affiliated with Napa County is prohibited.
- Incidental personal use must not result in direct costs to the County, cause legal action against, or cause embarrassment to the County.
- Incidental use must be infrequent and not interfere with the normal performance of personnel work duties.
- Storage of personal email messages, voice messages, files and documents within Napa County computer resources must be nominal.

Is there a duty to report if I notice any security concerns?
Yes. Personnel are required to report security concerns pertaining to County information asset security to their Napa County supervisor or Napa County ITS Information Security, NCIS@countyofnapa.org.

Security concerns can include suspicious activity from an external source. Concerns can also include suspected or actual activities and/or events indicating misuse or violation of the Acceptable Use Policy.

Does this policy apply to contractors?
Yes. Persons providing services to the County pursuant to a contract, vendors, or others who use the County's Information Systems while performing their duties, are subject to the provisions of this Policy.

Approved March 25, 1997
Revised April 17, 2001
Revised xxxxx xx, 2026

NAPA COUNTY INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY~~USE AND SECURITY POLICY~~

Contents

I. Background & Purpose ~~STATEMENT OF POLICY~~ 2
A. Background 2
B. ~~A.~~ Purpose of Policy 2
II. Authority & Applicability 3
A. Authority 3
B. Applicability 4
~~II. USE OF COUNTY INFORMATION SYSTEMS~~ 4
~~A. General Use Statement~~ 4
~~B. Prohibited Use~~ 4
III. Policy 5
A. Directives 5
B. Prohibited Use 6
C. Incidental Use 8
~~III. COUNTY INFORMATION SYSTEMS DATA ACCESS~~ 8
~~A. Right of Access~~ 8
~~B. Obligation to Provide Access~~ 9
IV. Exemptions from Policy Applicability 9
~~IV. SOFTWARE AND DATA OWNERSHIP~~ 9
~~A. County of Napa Ownership Rights~~ 9
~~V. STATUS OF OTHER POLICIES~~ 10

I. Background & Purpose ~~STATEMENT OF POLICY~~

A. Background

Napa County owns or controls significant information assets to assist employees in performing their jobs. Napa County's information assets include but are not limited to hardware devices (e.g. laptops, cell phones), software (e.g., Microsoft Office), cloud-based resources (e.g., Sharepoint and Microsoft OneDrive), and data, as they are strategic assets intended for official business use and are entrusted to personnel in the performance of their job-related duties.

The appropriate use of information assets benefits the County by strengthening the protection of the County and its personnel and business partners from illegal or potentially damaging activities.

County employees have an ongoing obligation to ensure that these assets are secure and used appropriately. Unauthorized or improper use of County information assets may compromise the confidentiality, integrity, or availability of sensitive data, systems, or other critical County resources.

~~Napa County has a significant investment in networked and on-line personal computer technology in order to assist employees in performing their jobs as efficiently as possible. In addition, advancements are being made to integrate voice and facsimile communications capabilities into the County's personal computer and network technology. As a result County employees are expected to ensure that computers, software, electronically stored data, facsimile, voice mail equipment and other telecommunications systems are secure and used appropriately. This Policy is intended to apply to all County Information Systems equipment and devices, such as, personal computers, laptops, telephones, cellular phones, facsimile machines, hand held devices and personal data assistants ("PDAs"). For further guidance, please refer to the Information Technology Use & Security Guidelines.~~

B. ~~A.~~ Purpose of Policy

1. To Establish Appropriate Use and Security Guidelines

The County makes every effort to provide employees with the best technology available to conduct the County's official business. Therefore, this policy has been created to advise all users regarding the appropriate use of, access to, and the disclosure of information created, transmitted, received and stored via the use of Napa County's information assets and is intended to guide employees in the performance of duties as related to the use of these assets. All employees and other users are required to adhere to this Policy. Security policies supporting the effective execution of the principles detailed herein are the sole responsibility of the Information Technology Services department under the direction of

the Chief Technology Officer. Certain departments may have enhanced requirements and are encouraged to develop separate policies and guidelines to address those issues.

2. **To Provide Notice That There is No Expectation of Privacy When Using County Information Assets**

   This Policy is also intended to provide notice to employees and vendors that all County ~~Information Systems~~ information assets, and their contents, are not confidential or private. ~~That is, a~~All data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 7920.000 ~~6250~~ et. seq.). *Therefore, there is no expectation of privacy in the use of the County's ~~Information Systems~~ information assets*.**

   Accordingly, the County reserves the right to access and monitor employee use of the County's ~~Information Systems~~ information assets as well as any stored information, created or received by County employees, with the County's ~~Information Systems~~ information assets. The reservation of this right is to ensure that the County's ~~Information Systems~~ information assets are used securely and appropriately in an ethical and lawful manner.

3. **Applicability of This Policy to Other Users of County Information Assets ~~Systems Users~~**

   Persons providing services to the County pursuant to a contract, vendors, or others who use the County's ~~Information Systems~~ information assets while ~~during the course of~~ performing their duties~~,~~ are subject to the provisions of this Policy ~~will be held accountable for abiding by this Policy~~.

II. Authority & Applicability

A. Authority

The Board of Supervisors adopts this policy pursuant to the County's legal authority to manage and protect County property and operations, and to supervise the conduct of County officers and the use of County resources (e.g., California Government Code §§ 25003, 25005). This policy provides users with notice regarding expectations of privacy and supports lawful, secure, and accountable use of County information assets and data, consistent with:

- Privacy rights (California Constitution, Article I, Section 1).
- Public records duties (California, Government Code § 7920.000 et seq.).
- Prohibitions on unauthorized access to computer data and systems (California Penal Code § 502).
- Prohibitions against misuse of public resources for personal purposes (California Government Code § 8314).

B. Applicability

The scope of this policy extends to all information assets owned or operated by Napa County, including but not limited to hardware devices (e.g. laptops, cell phones), software (e.g., Microsoft Office), cloud-based resources (e.g., Sharepoint and Microsoft OneDrive), and data, and to all personnel and entities authorized to use these assets.

~~**II. USE OF COUNTY INFORMATION SYSTEMS**~~

~~**A. General Use Statement**~~

~~As improvements in County technology provide increased connectivity, the actions of one employee can impact the integrity and security of a telecommunications network used by many. A County employee, or any other user granted use of the County's Information Systems is expected to use those systems in a responsible manner by complying with all policies, relevant laws and contractual agreements.~~

~~All County Information Systems furnished to employees as well as to any other users, are Napa County property, intended for County business use. Use of County Information Systems for personal or commercial gain is prohibited. As a condition of employment, all employees will be required to sign a Standard of Conduct Agreement to acknowledge that they have read and understand this Policy, and, by so signing, consent to the County's accessing, reviewing and disclosing data or messages stored in the County's Information Systems. Department Heads are responsible for taking appropriate action for any violations of this policy.~~

~~These same Policy provisions, as well as other applicable County policies, apply to employees and any other users who access the County's Information Systems from remote sites.~~

~~**B. Prohibited Use**~~

~~The use of the County's Information Systems is restricted to "official County business", therefore, certain conduct is considered to be in violation of the County's Information Technology Use & Security Policy. In addition, such prohibited use may be in violation of other applicable County policies. Examples of prohibited use include, but are not limited, to the following:~~

- ~~Personal use of or time spent for personal gain which exceeds incidental use.~~
- ~~Using the County network to gain unauthorized access to other areas of the County system or other systems to which the County is connected. Such an action is a~~

~~violation of this Policy as well as the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.~~

- ~~Attempting to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secured data.~~
- ~~Knowingly or carelessly running or installing on any computer system or network,~~
- ~~programs known as computer viruses.~~
- ~~Violating terms of applicable software licensing agreement or copyright laws and their fair use provisions through inappropriate reproduction or dissemination of copyrighted text, images etc.~~
- ~~Using County resources for private commercial activity such as creating products or reports for sale.~~
- ~~Using electronic mail to harass or threaten others. This includes sending repeated, unwanted e-mail to another user.~~
- ~~Using the Computer or Internet for political campaigns.~~
- ~~Transmitting or reproducing materials that are vulgar, lewd, disturbing or sexually explicit or that otherwise violate existing County policy.~~
- ~~Transmitting or reproducing materials that are slanderous or defamatory in nature or that otherwise violate existing County policy.~~
- ~~Representing yourself as someone else, real or fictional, or sending a message anonymously.~~
- ~~Downloading files from the Internet without first scanning them with the County's standard virus prevention software.~~
- ~~Sending, posting or providing access to any sensitive or confidential County material or information unless for official County business purposes.~~
- ~~Any violation of this Policy may result in disciplinary action up to and including termination as well as civil and/or criminal prosecution.~~

III. Policy

A. Directives

1. Personnel must report any security concerns pertaining to County information asset security of which they become aware to their Napa County supervisor or contract manager and the Napa County Chief Information Security Officer (CISO), designee or appropriate Napa County Information Security staff. Security concerns include unexpected software or system behavior, which could result in unintentional disclosure of information or exposure to security threats, as well as potential threats or vulnerabilities.

2. Personnel must report any suspected or actual activities and/or events indicating misuse or violation of this Acceptable Use Policy to their Napa County supervisor or contract manager and to the Napa County CISO, designee, or appropriate security staff.

3. Personnel must acknowledge they have read and understood this policy and applicable information security and privacy policies immediately upon gaining access to County information assets and annually thereafter via the Information Security, Privacy, & Acceptable Use Acknowledgement.

4. Napa County shall retain the completed Information Security, Privacy, & Acceptable Use Acknowledgement.

5. Personnel must access only the information for which they have both (1) authorized access and (2) a need-to-know, meaning that the information is necessary to the performance of their job.

6. Personnel must protect County information assets from unauthorized access.

7. Personnel must inform the Napa County ITS Service Desk the date when access is no longer required (e.g., completion of a project, transfer, graduation, retirement, resignation).

8. Personnel must utilize their assigned County account credentials when accessing or registering for approved third-party applications or services that support this functionality. Personnel must use their assigned County account credentials to authenticate these services, rather than creating separate usernames and passwords.

9. The County considers certain County-approved tools, including but not limited to those used for collaboration, messaging, conferencing, file-sharing, text, and meeting recording, to be County information assets. Content created, transmitted, recorded, or stored using these tools is subject to monitoring, retention, disclosure, and public records requirements, and may not be externally shared or recorded unless authorized and conducted in accordance with County policy.

B. Prohibited Use

1. The use of personal accounts for work-related access is prohibited unless explicitly authorized by the County's Information Technology Department.

2. Personnel must not assume the privileges of others and attempt to gain access to information for which they have no authorization.

3. Personnel must not engage in any activity that attempts to circumvent County security controls, including but not limited to spoofing email, anonymous proxies

or unauthorized encryption, or other activities that may degrade the performance of County information assets or may deprive an authorized user of access to county information assets.

4. Personnel must not use County information assets to store, send or arrange to send emails or access content that contains chain letters, unauthorized mass mailings, malicious code, or pornographic, racist or offensive material. This directive shall not be read to prohibit authorized personnel from storing or accessing material which violates this policy if doing so is necessary for the conduct of County business (e.g., Human Resources may store and access a record of an employee email which violates this policy for disciplinary purposes, Information Technology Services may store malicious code in a quarantine environment for the purposes of diagnosing and responding to the threats it poses, and the Sheriff, Child Welfare Services, County Counsel, District Attorney and Public Defender may preserve offensive materials in case files for the purposes of investigation, prosecution and defense).

5. Personnel must not use County information assets to engage in or solicit the performance of any activity that violates laws, regulations, rules, policies, standards and/or other applicable requirements issued by the federal government, the State of California, or Napa County.

6. Personnel must not use County information assets for personal enjoyment, private gain or advantage, personal gain, campaign activity, unsolicited advertising, unauthorized fundraising, or an outside endeavor not related to County business that exceeds permitted incidental use (See subparagraph III.C. for Incidental Use).

7. Personnel must not share their work-related account(s), passwords, Personal Identification Numbers (PIN), security questions/answers, security tokens (e.g., smartcard, key fob), or similar information or devices used for authentication and authorization purposes.

8. The use of personal or non-County–owned devices to access County information systems is prohibited unless expressly authorized by the County's Division of Information Technology Services. Authorized use is limited to approved remote access or mobile device solutions and must comply with all applicable County security, monitoring, and data protection requirements. Personnel must not connect or otherwise attach personal or unauthorized devices or equipment to county information assets.

9. Personnel must not introduce or use unauthorized software, firmware, or hardware to or on any County information asset.

10. Personnel must not physically relocate information assets without proper authorization.

C. Incidental Use

Government Code Section 8314 permits incidental personal use of County resources.

At Napa County this means:

1. Incidental personal use of County information assets, such as electronic mail, internet access, and printers or copiers, is restricted to County personnel only and does not include family members or others not affiliated with Napa County.
2. Incidental use must not result in direct costs to the County, cause legal action against, or cause embarrassment to the County.
3. Incidental use must be infrequent and not interfere with the normal performance of personnel work duties.
4. Storage of personal email messages, voice messages, files and documents within Napa County computer resources must be nominal.
5. Napa County management will resolve incidental use questions and issues using these guidelines in collaboration with the CISO, Office of Human Resources management, and County Counsel.

~~III. COUNTY INFORMATION SYSTEMS DATA ACCESS~~

~~A. Right of Access~~

~~1. The County has an unrestricted right of access to, inspection of, and disclosure of all voice and electronic data and software on any County equipment or media, at the request of appropriate County management. Such access and disclosure shall be in accordance with, and subject to any controls or restrictions imposed by applicable statutes or licenses, and in a manner consistent with preservation of evidentiary privileges.~~

~~2. Access to and review of voice and electronic data and Internet files on County Information Systems or media will follow supervisory lines. The supervisor and higher authorities under whom each staff member, other user, or official, works has the authority to access, inspect and disclose information, in accordance with the policies contained in this section, and consistent with applicable statutes or licenses. Peers and subordinates have no authority to access or disclose except as specifically granted by Department manager.~~

~~**B. Obligation to Provide Access**~~

~~Individual County employees, officials, or other users of County Information Systems or media are required to immediately provide access, decrypt and disclose any passwords, files or data to appropriate County management upon request. (All County employees, officials and other users shall be informed of this requirement and required to sign and acknowledge the Information Technology Use Standard of Conduct Agreement).~~

IV. Exemptions from Policy Applicability

If a manager believes compliance with this policy is not feasible or is technically impossible, if existing policy currently in place already meets these requirements, or if deviation from this policy is necessary to support a business function, the manager must, upon authorization by the applicable department head, formally request a security variance by submitting the IT Policy Exception Request to the CISO. The CISO has discretion to make a final determination as to feasibility of compliance, applicability of existing policy, or necessity of deviation to support a business function.

~~**IV. SOFTWARE AND DATA OWNERSHIP**~~

~~**A. County of Napa Ownership Rights**~~

~~1. Ownership rights for all software owned or controlled by the Napa County are vested in the "County of Napa" and are subject to the controls, policies, and procedures established by the Board of Supervisors, except where otherwise provided by software license or consultants under a contract. All software and documentation developed by or under the supervision (direct or indirect) of County programming personnel during work hours or using County Information Systems is the property of the County, until such time that the County abandons or transfers ownership except where such ownership or work is governed by an existing contract or agreement.~~

~~2. Data files are public records under the control of the appointed Custodians of Records for the respective County Departments, appointed or elective offices. Ownership and control of such information shall be consistent with the California Public Records Act. The fact that individual items or collections of data or software are public in nature, or actually are public records, does not diminish the "property" aspects of County ownership.~~

~~3. The County may, in its sole discretion, assert, establish and exercise property rights in any and all data, files and software stored, maintained, created or placed on any County Information Systems including transferable media such as diskettes and tapes, unless that file or software is the licensed property of another entity. The assertion, establishment, and exercise of such rights may occur at any level along lines of supervisory authority. Such action shall be in a manner consistent with state and federal laws. Request for review of such action shall be to the applicable Department Head, whose decision is final.~~

~~4. The Department of Information Technology Services (ITS) has custodial responsibility for software licensing and data security administration. This includes all data and programs supporting network systems including the processing and storage of data for County Departments.~~

V. Violations of Policy

Any violation of this Policy may result in disciplinary action up to and including termination of employment or contractual relationship, as applicable, as well as civil penalties and referral to appropriate authorities for criminal prosecution.

~~V. STATUS OF OTHER POLICIES~~

~~This policy supercedes and replaces all other policies on the same subject, especially that policy entitled, "NAPA COUNTY COMPUTER INFORMATION & SECURITY POLICY" adopted by the Board of Supervisors effective on or about March 25, 1997. The County reserves the right to amend or append this policy to include necessary guidelines for new developments in computer information use, such as storage of e-mail and stored data and integrated telecommunications systems with computer and electronic data systems, or whenever it is appropriate to conform to state and federal laws, rules and regulations.~~

Approved March 25, 1997
Revised April 17, 2001
Revised xxxxx xx, 2026

NAPA COUNTY INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

Contents

I. Background & Purpose 1
A. Background 1
B. Purpose of Policy 2
II. Authority & Applicability 3
A. Authority 3
B. Applicability 3
III. Policy 3
A. Directives 3
B. Prohibited Use 4
C. Incidental Use 6
IV. Exemptions from Policy Applicability 6
V. Violations of Policy 6

I. Background & Purpose

A. Background

Napa County owns or controls significant information assets to assist employees in performing their jobs. Napa County's information assets include but are not limited to hardware devices (e.g. laptops, cell phones), software (e.g., Microsoft Office), cloud-based resources (e.g., Sharepoint and Microsoft OneDrive), and data, as they are strategic assets intended for official business use and are entrusted to personnel in the performance of their job-related duties.

The appropriate use of information assets benefits the County by strengthening the protection of the County and its personnel and business partners from illegal or potentially damaging activities.

County employees have an ongoing obligation to ensure that these assets are secure and used appropriately. Unauthorized or improper use of County information assets may compromise the confidentiality, integrity, or availability of sensitive data, systems, or other critical County resources.

B. Purpose of Policy

1. To Establish Appropriate Use and Security Guidelines

The County makes every effort to provide employees with the best technology available to conduct the County's official business. Therefore, this policy has been created to advise all users regarding the appropriate use of, access to, and the disclosure of information created, transmitted, received and stored via the use of Napa County's information assets and is intended to guide employees in the performance of duties as related to the use of these assets. All employees and other users are required to adhere to this Policy. Security policies supporting the effective execution of the principles detailed herein are the sole responsibility of the Information Technology Services department under the direction of the Chief Technology Officer. Certain departments may have enhanced requirements and are encouraged to develop separate policies and guidelines to address those issues.

2. To Provide Notice That There is No Expectation of Privacy When Using County Information Assets

This Policy is also intended to provide notice to employees and vendors that all County information assets, and their contents, are not confidential or private. All data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 7920.000 et. seq.).** ***Therefore, there is no expectation of privacy in the use of the County's information assets.***

Accordingly, the County reserves the right to access and monitor employee use of the County's information assets as well as any stored information, created or received by County employees, with the County's information assets. The reservation of this right is to ensure that the County's information assets are used securely and appropriately in an ethical and lawful manner.

3. Applicability of This Policy to Other Users of County Information Assets

Persons providing services to the County pursuant to a contract, vendors, or others who use the County's information assets while performing their duties are subject to the provisions of this Policy.

II. Authority & Applicability

A. Authority

The Board of Supervisors adopts this policy pursuant to the County's legal authority to manage and protect County property and operations, and to supervise the conduct of County officers and the use of County resources (e.g., California Government Code §§ 25003, 25005). This policy provides users with notice regarding expectations of privacy and supports lawful, secure, and accountable use of County information assets and data, consistent with:

- Privacy rights (California Constitution, Article I, Section 1).
- Public records duties (California, Government Code § 7920.000 et seq.).
- Prohibitions on unauthorized access to computer data and systems (California Penal Code § 502).
- Prohibitions against misuse of public resources for personal purposes (California Government Code § 8314).

B. Applicability

The scope of this policy extends to all information assets owned or operated by Napa County, including but not limited to hardware devices (e.g. laptops, cell phones), software (e.g., Microsoft Office), cloud-based resources (e.g., Sharepoint and Microsoft OneDrive), and data, and to all personnel and entities authorized to use these assets.

III. Policy

A. Directives

1. Personnel must report any security concerns pertaining to County information asset security of which they become aware to their Napa County supervisor or contract manager and the Napa County Chief Information Security Officer (CISO), designee or appropriate Napa County Information Security staff. Security concerns include unexpected software or system behavior, which could result in unintentional disclosure of information or exposure to security threats, as well as potential threats or vulnerabilities.

2. Personnel must report any suspected or actual activities and/or events indicating misuse or violation of this Acceptable Use Policy to their Napa County supervisor or contract manager and to the Napa County CISO, designee, or appropriate security staff.

3. Personnel must acknowledge they have read and understood this policy and applicable information security and privacy policies immediately upon gaining access to County information assets and annually thereafter via the Information Security, Privacy, & Acceptable Use Acknowledgement.
4. Napa County shall retain the completed Information Security, Privacy, & Acceptable Use Acknowledgement.
5. Personnel must access only the information for which they have both (1) authorized access and (2) a need-to-know, meaning that the information is necessary to the performance of their job.
6. Personnel must protect County information assets from unauthorized access.
7. Personnel must inform the Napa County ITS Service Desk the date when access is no longer required (e.g., completion of a project, transfer, graduation, retirement, resignation).
8. Personnel must utilize their assigned County account credentials when accessing or registering for approved third-party applications or services that support this functionality. Personnel must use their assigned County account credentials to authenticate these services, rather than creating separate usernames and passwords.
9. The County considers certain County-approved tools, including but not limited to those used for collaboration, messaging, conferencing, file-sharing, text, and meeting recording, to be County information assets. Content created, transmitted, recorded, or stored using these tools is subject to monitoring, retention, disclosure, and public records requirements, and may not be externally shared or recorded unless authorized and conducted in accordance with County policy.

B. Prohibited Use

1. The use of personal accounts for work-related access is prohibited unless explicitly authorized by the County's Information Technology Department.
2. Personnel must not assume the privileges of others and attempt to gain access to information for which they have no authorization.
3. Personnel must not engage in any activity that attempts to circumvent County security controls, including but not limited to spoofing email, anonymous proxies or unauthorized encryption, or other activities that may degrade the performance of County information assets or may deprive an authorized user of access to county information assets.

4. Personnel must not use County information assets to store, send or arrange to send emails or access content that contains chain letters, unauthorized mass mailings, malicious code, or pornographic, racist or offensive material. This directive shall not be read to prohibit authorized personnel from storing or accessing material which violates this policy if doing so is necessary for the conduct of County business (e.g., Human Resources may store and access a record of an employee email which violates this policy for disciplinary purposes, Information Technology Services may store malicious code in a quarantine environment for the purposes of diagnosing and responding to the threats it poses, and the Sheriff, Child Welfare Services, County Counsel, District Attorney and Public Defender may preserve offensive materials in case files for the purposes of investigation, prosecution and defense).

5. Personnel must not use County information assets to engage in or solicit the performance of any activity that violates laws, regulations, rules, policies, standards and/or other applicable requirements issued by the federal government, the State of California, or Napa County.

6. Personnel must not use County information assets for personal enjoyment, private gain or advantage, personal gain, campaign activity, unsolicited advertising, unauthorized fundraising, or an outside endeavor not related to County business that exceeds permitted incidental use (See subparagraph III.C. for Incidental Use).

7. Personnel must not share their work-related account(s), passwords, Personal Identification Numbers (PIN), security questions/answers, security tokens (e.g., smartcard, key fob), or similar information or devices used for authentication and authorization purposes.

8. The use of personal or non-County–owned devices to access County information assets is prohibited unless expressly authorized by the County's Division of Information Technology Services. Authorized use is limited to approved remote access or mobile device solutions and must comply with all applicable County security, monitoring, and data protection requirements. Personnel must not connect or otherwise attach personal or unauthorized devices or equipment to county information assets.

9. Personnel must not introduce or use unauthorized software, firmware, or hardware to or on any County information asset.

10. Personnel must not physically relocate information assets without proper authorization.

C. Incidental Use

Government Code Section 8314 permits incidental personal use of County resources.

At Napa County this means:

1. Incidental personal use of County information assets, such as electronic mail, internet access, and printers or copiers, is restricted to County personnel only and does not include family members or others not affiliated with Napa County.
2. Incidental use must not result in direct costs to the County, cause legal action against, or cause embarrassment to the County.
3. Incidental use must be infrequent and not interfere with the normal performance of personnel work duties.
4. Storage of personal email messages, voice messages, files and documents within Napa County computer resources must be nominal.
5. Napa County management will resolve incidental use questions and issues using these guidelines in collaboration with the CISO, Office of Human Resources management, and County Counsel.

IV. Exemptions from Policy Applicability

If a manager believes compliance with this policy is not feasible or is technically impossible, if existing policy currently in place already meets these requirements, or if deviation from this policy is necessary to support a business function, the manager must, upon authorization by the applicable department head, formally request a security variance by submitting the IT Policy Exception Request to the CISO. The CISO has discretion to make a final determination as to feasibility of compliance, applicability of existing policy, or necessity of deviation to support a business function.

V. Violations of Policy

Any violation of this Policy may result in disciplinary action up to and including termination of employment or contractual relationship, as applicable, as well as civil penalties and referral to appropriate authorities for criminal prosecution.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1360

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

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

SUBJECT: Napa Valley Unified School District General Obligation Bonds

RECOMMENDATION

Adopt a Resolution authorizing the Napa Valley Unified School District to issue general obligation bonds for School Facilities Improvement District No. 1 without further approval of the Board of Supervisors or officers of Napa County. (No Fiscal Impact)

BACKGROUND

On May 3, 2022, the Board of Supervisors authorized the Napa Valley Unified School District to create school facilities improvement districts pursuant to Napa County Resolution No. 2022-59. On June 23, 2022, the School District formed School Facilities Improvement District No. 1 ("District No. 1"), generally consisting of School District territory within the City of Napa and nearby unincorporated area of Napa County.

At the General Election held on November 5, 2024, the voters approved Measure "B" authorizing the School District to issue and sell up to $230 million in general obligation bonds for various school improvements in District No. 1.

On June 11, 2026, the Board of Education of the School District adopted Resolution No. 26-32 ("District Resolution") authorizing the issuance of Election of 2024, Series B Bonds for up to $80 million for District No. 1. A copy of the adopted District Resolution is attached. The Board of Supervisors previously approved the issuance and sale of up to $80 million in Series A Bonds for District No. 1 pursuant to Resolution No. 2025-24. The issuance and sale of $80 million in Series B Bonds will leave $70 million remaining of the $230 million authorized by the election, so the School District could decide to issue and sell more bonds at a later date.

The District Resolutions anticipate that the Board of Supervisors will authorize the School District to issue and sell the bonds on its own behalf, subject to the terms set forth in the District Resolutions. Education Code Section 15140(b) authorizes the Board of Supervisors to take such action by resolution if the School District has not received a qualified or negative certification in its most recent interim financial report. The District Resolutions indicate it has not received such a qualified or negative certification, so the Board of Supervisors may give the School District the authorization it seeks.

The proposed County Resolution includes the standard condition of approval that the County shall not be responsible for any aspect of the sale of these bonds, granting the School District the ability to sell the bonds without County involvement. The Resolution also provides that the County is not responsible if the School District fails to timely provide to the Napa County Auditor-Controller and the Napa County Treasurer-Tax Collector the final debt service schedule for the bonds, reflecting the principal amounts and interest rates of such bonds, in sufficient time to permit the County to establish tax rates and necessary funds or accounts for the bonds. These time deadlines will be established by the Auditor-Controller and Treasurer Tax-Collector. The County will be responsible for the levy and collection of taxes to pay principal of and interest on the bonds, as it does with other school bonds.

Requested Action: Adopt a Resolution authorizing the Napa Valley Unified School District to issue general obligation bonds for School Facilities Improvement District No. 1 without further approval of the Board of Supervisors or officers of Napa County.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Action is requested by the school district. Allows the school district to issue bonds without further County approval.
Consequences if not approved:	County may need to take a more active role in securing financing for the school district.

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)(1).

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING THE NAPA VALLEY UNIFIED SCHOOL DISTRICT, SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1, TO ISSUE "ELECTION OF 2024 GENERAL OBLIGATION BONDS, SERIES B" WITHOUT FURTHER ACTION OF THE BOARD OF SUPERVISORS OR OFFICERS OF NAPA COUNTY

WHEREAS, on May 3, 2022, the Board of Supervisors authorized the Napa Valley Unified School District ("School District") to create school facilities improvement districts pursuant to Government Code Section 15303 and Napa County Resolution No. 2022-59; and

WHEREAS, the School District formed School Facilities Improvement District No. 1 ("District No. 1") on June 23, 2022, generally consisting of School District territory within the City of Napa and nearby unincorporated area of Napa County; and

WHEREAS, at the General Election held on November 5, 2024, the voters approved Measure "B" authorizing District No. 1 to issue and sell up to $230 million in general obligation bonds for various school improvements; and

WHEREAS, Education Code sections 15350 *et seq*. provides that a school facilities improvement district may issue and sell bonds on its own behalf at a negotiated sale or by competitive bidding, as if it were a school district, in accordance with Education Code Sections 15140 *et seq*.; and

WHEREAS, Education Code Section 15140(b) provides that the board of supervisors of any county may provide by resolution that the governing board of any school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, may issue and sell bonds on its own behalf without further action of the board of supervisors or officers of that county or of any other county in which a portion of the school district is located; and

WHEREAS, the Board of Education of the School District has adopted and filed Resolution No. 26-32 ("District Resolution") with the Clerk of the Napa County Board of Supervisors providing for the issuance of "Napa Valley Unified School District (Napa County, California) Election of 2024 General Obligation Bonds, Series B (School Facilities Improvement District No. 1) (Napa Area)" ("Bonds"); and

WHEREAS, the District Resolution requests that the Board of Supervisors authorize District No. 1, on its own behalf, to issue and sell the Bonds in the aggregate principal amount not-to-exceed $80,000,000 pursuant to Government Code Section 53506 *et seq.* and Education Code Section 15140(b), subject to the terms set forth in the District Resolution; and

WHEREAS, the School District, through the District Resolution, represents and warrants to the Board of Supervisors that it has not received a qualified or negative certification in its most recent interim report;

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

1. Recitals. All of the above recitals are true and correct.

2. Application of Section 15140(b) to Bonds sold under the Authorization of the School District. The Board hereby authorizes the School District to issue and sell Bonds of District No. 1 on its own behalf pursuant to the terms set forth in the District Resolution. This authorization shall only apply to the Bonds authorized to be issued by the District Resolution.

3. Purpose. The purpose of this action is to permit the School District, on behalf of District No. 1, to sell its Bonds in the manner that School District determines is in its best interests and the best interests of its taxpayers as provided in the District Resolution.

4. School District Responsibilities. Pursuant to Education Code Section 15140(c), the School District shall transmit the District Resolution and a copy of the final debt service schedule for the Bonds, reflecting the principal amounts and interest rates of such Bonds as determined in the sale thereof, to the Napa County Auditor-Controller and the Napa County Treasurer-Tax Collector, forthwith after the sale of the Bonds, and in any event no later than that date reasonably requested by such officers, in order to permit Napa County to establish tax rates and necessary funds or accounts for this series of Bonds.

5. Napa County Responsibilities.

(a) Napa County, including the officers thereof and the Board of Supervisors, assumes no responsibility for any of the proceedings following the adoption of this Resolution which involve or result in the issuance and sale of the Bonds.

(b) Napa County shall levy and collect taxes, pay principal of and interest on the Bonds when due, and hold the bond proceeds and tax funds for the Bonds that have been duly issued and sold by District No. 1 as otherwise required by law.

(c) Napa County, including the officers thereof and the Board of Supervisors, assumes no responsibility for establishing a tax rate for any of the Bonds in any year in which the information required by Paragraph 4 above to be delivered to the Napa County Auditor-Controller and the Napa County Treasurer-Tax Collector is delivered later than the deadline established by such officers in order to permit the County, including all of its officers and the Board, to comply with Government Code Section 29100 *et seq.*

6. Delegation to Deputy Treasurer. The Deputy Treasurer of Napa County serving as the Treasury Manager is hereby authorized and directed to act on behalf of, and with the authority of, the Napa County Treasurer-Tax Collector to take any official action and to execute and deliver any certificates, receipts, orders, or other documents required or intended to be signed by the Treasurer-Tax Collector, which the Deputy Treasurer deems necessary or advisable, in connection with the issuance and delivery of the Bonds.

7. Appointment of Paying Agent. The Board of Supervisors hereby approves the Napa County Treasurer-Tax Collector's appointment of U.S. Bank Trust Company, National Association, as the paying agent for the Bonds.

8. Effective Date. This resolution is effective on the date of its adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors at a regular meeting of the Board held on the 28th day of July, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 23, 2026 FV 13111593	_____ Deputy Clerk of the Board	

NVUSD
NAPA VALLEY UNIFIED SCHOOL DISTRICT

NAPA VALLEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 26-32

A RESOLUTION OF THE BOARD OF EDUCATION OF THE NAPA VALLEY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE NAPA VALLEY UNIFIED SCHOOL DISTRICT (NAPA COUNTY, CALIFORNIA) ELECTION OF 2024 GENERAL OBLIGATION BONDS, SERIES B (SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1) (NAPA AREA), AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Napa Valley Unified School District School Facilities Improvement District No. 1 (Napa Area) (the "Improvement District"), Napa County (the "County"), State of California, on November 5, 2024 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the Improvement District a question as to the issuance and sale of general obligation bonds of the Napa Valley Unified School District (the "District") on behalf of the Improvement District for the various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of $230,000,000 and payable from the levy of an *ad valorem* property tax against the taxable property in the Improvement District (the "Authorization");

WHEREAS, on May 15, 2025, the District, on behalf of the Improvement District, issued the first series of bonds under the Authorization in the aggregate principal amount of $80,000,000;

WHEREAS, at this time the Board of Education of the District (the "Board") has determined that it is necessary and desirable to issue the second series of bonds under the Authorization in an aggregate principal amount not-to-exceed $80,000,000, and to be designated as "Napa Valley Unified School District (Napa County, California) Election of 2024 General Obligation Bonds, Series B (School Facilities Improvement District No. 1) (Napa Area)" (the "Bonds") for the purposes set forth in the Authorization;

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Government Code"), the Bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to the voters of the Improvement District at the Election;

WHEREAS, the Board of Supervisors of the County is expected to adopt a resolution pursuant to Education Code (the "Education Code") Section 15140(b) that will provide that the District may sell the Bonds on its own behalf and such sale is contingent thereon;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds (as such terms are defined herein);

WHEREAS, the District has not filed with nor received from the County Office of Education having jurisdiction over the District a qualified or negative certification in its most recent interim financial report pursuant to Education Code (the "Education Code") Section 42131;

WHEREAS, pursuant to Government Code Section 5852.1, the Board has obtained from the Municipal Advisor (as defined herein) and disclosed herein, in a meeting open to the public, prior to authorization of the execution and delivery of the Bonds, good faith estimates of (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments to be evidenced by the Bonds calculated to the final payment date evidenced by the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds; and

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District and the Improvement District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE NAPA VALLEY UNIFIED SCHOOL DISTRICT, NAPA COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the Improvement District at the Election, and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds on behalf of the Improvement District pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable Bonds or Tax-Exempt Current Interest Bonds, with appropriate designation if more than one Series is issued, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds sold shall be dated as of a date to be determined by an Authorized Officer (as defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed $80,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Superintendent or the Assistant Superintendent, Business and Operational Services, or such other officer or employee of the District as may be designated by the Superintendent or Assistant Superintendent, Business and Operational Services, for such purpose (collectively, the "Authorized Officers"), and pursuant to the terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of contract for purchase and sale of the Bonds (the "Purchase Contract") by and between the District and the Underwriter (as defined herein), substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such

approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the interest rates on the Bonds shall not exceed the maximum rate permitted by law, and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.40% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to $80,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. **Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means, unless otherwise provided by the Official Statement, February 1 and August 1 of each year commencing February 1, 2027 with respect to interest on the Bonds, and the stated maturity dates of Bonds with respect to payments of Principal of the Bonds.

(d) **"Bond Register"** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **"Continuing Disclosure Certificate"** means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **"Current Interest Bonds"** means the Bonds, the interest on which is payable semiannually on each Bond Payment Date specified therefor and maturing in the years and amounts set forth in the Purchase Contract.

(h) **"Dated Date"** means the date of initial issuance and delivery of the Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

(i) **"Depository"** means the entity acting as securities depository for the Bonds pursuant to Section 5(c) hereof.

(j) **"DTC"** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) **"Holder"** or "Owner" means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(l) **"Information Services"** means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such a written designation, as the Paying Agent may select.

(m) **"Long Current Interest Bonds"** means Bonds that mature later than 30 years from the date of issuance thereof.

(n) **"Moody's"** means Moody's Investors Service, Inc. a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(o) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(p) **"Official Statement"** means the Official Statement for the Bonds, as described in Section 16 hereof.

(q) **"Outstanding"** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution.

(r) **"Participants"** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) **"Paying Agent"** means initially U.S. Bank Trust Company, National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds.

(t) **"Permitted Investments"** means (i) any lawful investments permitted by Government Code Sections 16429.1 and 53601, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Government Code Section 53635, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool described above, and (vi) United States Treasury Securities, State and Local Government Series.

(u) **"Principal" or "Principal Amount"** means, with respect to any Bond, the initial principal amount thereof.

(v) **"Record Date"** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(w) **"S&P"** means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(x) **"Series"** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(y) **"Taxable Bonds"** means any Bonds the interest on which is not excludable from gross income for federal income tax purposes.

(z) **"Tax-Exempt Bonds"** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(aa) **"Term Bonds"** means those Bonds for which mandatory redemption dates have been established in the Official Statement.

(bb) **"Transfer Amount"** means, with respect to any Outstanding Bond, the Principal Amount.

(cc) **"Treasurer"** means the Treasurer-Tax Collector of the County, or other comparable officer of the County.

(dd) **"Underwriter"** means Piper and Sandler Co., as underwriter of the Bonds.

SECTION 6. **Terms of the Bonds.**

(a) Denomination, Interest, Dated Dates, and Terms. The Bonds shall be issued as fully registered book-entry bonds in denominations of $5,000 Principal Amount or any integral multiple thereof. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of DTC.

Each Bond shall be dated as of the Dated Date, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve, 30-day months.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

Notwithstanding any other provision herein, the ratio of total debt service to principal for each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional and/or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed by the District and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of a Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Bond shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000 principal amount, in respect of the portion of such Bond optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When optional redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed; (b) the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent; (c) the redemption price; (d) the CUSIP numbers (if any) assigned to the Bonds to be redeemed; (e) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed; and (f) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) Provide such Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

In lieu of providing notice via the means described in (a), (b) or (c) above, Redemption Notices may be provided via equally prompt electronic means as shall be acceptable to the Owners, the Depository or the Information Services.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on such Bonds (or

portions thereof) to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust as provided in Section 19 for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the

beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. **Execution of the Bonds**. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of or Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or

any day on which the applicable Redemption Notice is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The principal of, premium, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the Improvement District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Napa Valley Unified School District Election of 2024 General Obligation Bonds, Series B (School Facilities Improvement District No. 1) Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the Improvement District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds, or (ii) the Building Fund may be established as a subaccount of, or otherwise combined with, a fund held by the County for the purpose of holding proceeds of bonds issued pursuant to the Authorization.

The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created to be known as the "Napa Valley Unified School District] Election of 2024 General Obligation Bonds, Series B (School Facilities Improvement District No. 1) Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, a fund held by

the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay bonds issued pursuant to the Authorization.

Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the general fund of the District as permitted by law.

The costs of issuance of the Bonds and the compensation paid to the Underwriter are hereby authorized to be paid from either from premium withheld by the Underwriter upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not to exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(a) Subject to federal tax restrictions, moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments, in accordance with applicable law and the investment policy of the County. The District hereby authorizes investments made pursuant to this Resolution with maturities in excess of five years. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

SECTION 13. **Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Napa Valley Unified School District (Napa County, California) Election of 2024 General Obligation Bonds, Series B (School Facilities Improvement District No. 1) (Napa Area)" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the

expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the Improvement District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. Pursuant to Government Code Section 53515,

the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of each Series of Bonds and all amounts on deposit in the corresponding Debt Service Fund created pursuant to Section 12 to the payment of such Series of Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Bonds to provide security for the payment of such Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to Education Code Section 15234.

SECTION 15. **Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. **Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. **Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is further directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. **Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay all such Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with any amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all such Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County's responsibilities under Section 22 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County's responsibilities under Section 22 hereof.

SECTION 22. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes within the Improvement District in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the Improvement District sufficient to pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* property taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the Improvement District at the Election.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(a) The Board hereby appoints KNN Public Finance LLC as the Municipal Advisor, Stradling Yocca Carlson & Rauth LLP as Bond Counsel and Disclosure Counsel, and Piper Sandler & Co. as Underwriter, each with respect to the issuance of the Bonds.

(b) Based on a good faith estimate received by the District from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 4.87%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be $494,682, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is $79,505,318, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be $159,535,647. The information presented in this Section 23(c) is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

(d) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign or other comparable digital signature programs.

SECTION 25. Resolution to Treasurer. The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer of the County immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Underwriter and the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking

mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27. **Effective Date.** This Resolution shall take effect immediately upon its passage.

SECTION 28. **Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 29. **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

*****

PASSED AND ADOPTED by the Napa Valley Unified School District Board of Education at a meeting held on June 11, 2026, by the following vote:

Motion made by: John Henry Martin and a second by: Robin Jankiewicz

AYES: 6

NOES: 0

ABSENT: 0

ABSTENTIONS: 0

Lisa W. Chu, Ph.D.
President of the Governing Board

CERTIFIED TO BE A TRUE AND CORRECT COPY:

Elba Gonzalez-Mares
Vice President of the Governing Board

SECRETARY'S CERTIFICATE

I, Dr. Rosanna Mucetti, Secretary to the Board of Education of the Napa Valley Unified School District, Napa County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on June 11, 2026, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 11, 2026

Rosanna Mucetti

Secretary to the Board of Education of the
Napa Valley Unified School District

EXHIBIT A

FORM OF BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED NO.	REGISTERED $

NAPA VALLEY UNIFIED SCHOOL DISTRICT
(NAPA COUNTY, CALIFORNIA)
ELECTION OF 2024 GENERAL OBLIGATION BONDS, SERIES B
(SCHOOL FACILITIES improvement DISTRICT NO. 1)
(NAPA AREA)

INTEREST RATE:	MATURITY DATE:	DATED AS OF:	CUSIP
_____% per annum	August 1, 20___	_____, 20__	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Napa Valley Unified School District (the "District") in Napa County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2027. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2027, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of twelve, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent, and to the bank and account number on file with the Paying Agent, as of the close of business on the 15th day of the month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the Napa Valley Unified School District School Facilities Improvement District No. 1 (Napa Area) (the "Improvement District") at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the Improvement District cast at a general election held on November 5, 2024 (the "Election"), upon the question of issuing bonds in the amount of $230,000,000 and the resolution of the Board of Education of the District adopted on June 11, 2026 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the Improvement District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise $_____ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__ (the "____ Term Bonds"), are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts of such Term Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Year Ending (August 1)	Principal Amount To Be Redeemed

(1) Maturity.

In the event that a portion of the Term Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000 of principal amount, in respect of the portions of such Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or any integral multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the Improvement District in an amount sufficient to pay the principal of and interest on the Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Napa Valley Unified School District, Napa County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Education of the District, all as of the date stated above.

NAPA VALLEY UNIFIED SCHOOL DISTRICT

By: _____(Facsimile Signature)_____
President of the Board of Education

COUNTERSIGNED:

_____(Facsimile Signature)_____
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____ _____

Signature Guaranteed:

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____(Facsimile Signature)_____
[Secretary to/Clerk of] the Board of Education

(Form of Legal Opinion)

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1408

TO: Board of Supervisors

FROM: Ryan J. Alsop- Chief Executive Officer/Director of Emergency Services

REPORT BY: Brieanna Jones-Emergency Services Officer

SUBJECT: Authorized Representative List for Emergency Services Funding

RECOMMENDATION

Adopt a Resolution renewing Napa County's list of authorized representatives for submission to the state and federal agencies responsible for emergency services funding. (No Fiscal Impact)

BACKGROUND

Napa County is required to send a resolution regarding authorized representatives to the state and federal authority responsible for emergency services funding under the Robert T. Stafford Disaster and Relief and Emergency Assistance Act of 1988.

Napa County applies for grants through the state and federal entities as well as emergency services funding when appropriate to do so following a disaster. Napa County has historically received federal and state funding and reimbursement from state and federal entities. The requirement to have an authorized representative list on file with these entities is what is being requested from the Board of Supervisors from Napa County.

On July 18th, 2023, Resolution 2023-94 was approved by the Board of Supervisors, and this will be an update to reflect the position changes as well as incorporate the distinction between the Director of Emergency Services, which by county code is the Chief Executive Officer, and the Deputy Director of Emergency Services, which is the designee. This distinction will allow more individuals to represent the county of Napa during emergencies and to continue day-to-day operations regarding grant funding.

Requested Action:

1. Approve and authorize the Chair to sign the resolution designating authority to the positions outlined in the resolution for three (3) years from the date of approval and for that list to be shared with Cal OES/FEMA.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	If not approved, emergency services funding and grant funding cannot continue without a representative having signature authority with the County of Napa.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO.

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DESIGNATING NAPA COUNTY'S AGENTS RELATING TO APPLICATIONS FOR EMERGENCY SERVICES FUNDING

WHEREAS, the Napa County Board of Supervisors, a public entity established under the laws of the State of California, seeks to file applications relating to certain federal financial assistance for emergency services; and

WHEREAS, as part of such applications, Napa County is required to designate officials who are authorized to execute documents relating to such applications.

NOW THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors that the individuals whose titles appear below are hereby designated as Authorized Officials/Agents and are authorized to execute, either individually or collectively, for and on behalf of Napa County, a public entity established under the laws of the State of California, applications and related documents and to file same with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act:

Authorized Officials/Agents:

Chief Executive Officer
Undersheriff
Assistant Chief Executive Officer
Auditor-Controller
Deputy Director of Emergency Services

BE IT FURTHER RESOLVED that Napa County hereby authorizes its agents to provide to the Governor's Office of Emergency Services, for all matters pertaining to such disaster assistance, the required assurances, and agreements.

BE IT FURTHER RESOLVED that this resolution is effective for all open and future disasters up to three (3) years following the date of approval below.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Date: July 6, 2026 [*Doc No 13113800]*	Date: Processed By: _____ Deputy Clerk of the Board	By:__

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1363

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Shana Bagley, Interim Fire Administrator

SUBJECT: Agreement with Napa Communities Firewise Foundation

RECOMMENDATION

Approve and authorize Agreement No. 270082B with Napa Communities Firewise Foundation for the term through June 30, 2027, for community outreach, defensible space consulting, wildfire mitigation, and fuel reduction and preparation for wildfires; and approve a waiver of competitive bidding requirements and a single source award. (Fiscal Impact: $3,200,000 Expense; Fire Fund; Budgeted; Discretionary)

BACKGROUND

In order to help reduce the 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 and create local Fire Safe Councils throughout the County. Also, 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 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.

Agreement No. 260056B was approved on July 22, 2025, for a total of $3,500,000 to continue the wildfire prevention efforts. Funds are split between two major categories to continue the work of Napa County's Community Wildfire Protection Plan (CWPP) 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.

Staff is requesting a waiver of competitive bidding requirements and a sole source award to The Napa Communities Firewise Foundation for $3,200,000 based upon uniqueness, timeliness, and inadequate competition. Fire Administration would like to secure the vendor without securing competitive bids to maintain continuity of care of wildfire preparedness, fire safe councils, and fuels reduction projects. This is in the best interest of the County because it saves time and money by minimizing the requirements for onboarding, project development, and oversight by maintaining the continuity. NCFF has an established relationship with County communities, existing right of entry agreements, and a proven successful model for supporting Firewise Communities, implementing Napa County's Community Wildfire Protection Plan (CWPP), and managing large scale vegetation treatment projects .

This funding of $3,200,000 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 the 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 and 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 $3,200,000 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 of the County's long-term planning for a more fire resilient future.

REQUESTED ACTION:

1. Approve and authorize Agreement No. 270082B with Napa Communities Firewise Foundation for a contract maximum of $3,200,000 for the term through June 30,2027, for community outreach, defensible space consulting, wildfire mitigation, and fuel reduction and preparation for wildfires; and

2. Approve a waiver of competitive bidding requirements and a single source award for pursuant to County Ordinance Code section 2.36.090 and the County Purchasing Policy.

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.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities and Champion Environmental Sustainability and Resilience

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 qualifying critical fuels reduction projects.

NAPA COUNTY AGREEMENT NO.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 28th day of July, 2026, ("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, a nonprofit public benefit corporation, whose address is P.O. 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, 2027, 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 TWO HUNDRED THOUSAND DOLLARS ($3,200,000).

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:
Shana A. Bagley
Interim Fire Administrator
1195 3RD STREET – STE 310
NAPA, CA 94559

CONSULTANT:
Napa Communities 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 (Jul 14, 2026 14:23:10 PDT)
JOSEPH NORDLINGER, CEO

By _____
Christopher Thompson (Jul 14, 2026 17:16:30 PDT)
CHRISTOPHER THOMPSON, Board Chair

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: June 24, 2026	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;
Countywide Community Wildfire Protection Plans (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 to the County Fire Administrator on a monthly basis as to project commencement, completion and barriers to timely project completion. At the conclusion of the contract, Contractor will provide a written report with project commencement dates, completion dates 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			
ROAD SIDE PROJECT			
Project Name	**Type**	**Cost**	**Completion Date**
Brookside Drive & Liparita Road	Maintenance	$80,000	6/30/2027
Cold Springs Road	New	$60,000	6/30/2027
College Avenue Expanded	New/Maintenance	$185,000	6/30/2027
Diamond Mountain Road	Maintenance	$100,000	6/30/2027
Green Valley Road	New	$60,000	6/30/2027
Ink Grade Roade	Maintenance	$105,500	6/30/2027
Kortum Canyon Road	Maintenance	$190,000	6/30/2027
North Crystal Springs Road	New/Maintenance	$120,000	6/30/2027
Partrick Road	Maintenance	$225,000	6/30/2027
Spring Mountain Road/Langtry Road	Maintenance	$200,000	6/30/2027
Whitehall Lane	Maintenance	$130,000	6/30/2027
Wragg Canyon Road	New	$80,000	6/30/2027
COMMUNITY PERIMETER FUEL BREAK			
Project Name	**Type**	**Cost**	**Completion Date**
American Canyon Grazing	Maintenance	$50,000	6/30/2027
Berryessa Estates	Maintenance	$50,000	6/30/2027
Berryessa Highlands	Maintenance	$100,000	6/30/2027
Berryessa Pines	Maintenance	$50,000	6/30/2027

Project Name	Type	Cost	Completion Date
Circle Oaks	Maintenance	$50,000	6/30/2027
Linda Falls	Maintenance	$25,000	6/30/2027
Silverado Country Club	Maintenance	$100,000	6/30/2027
Tucker Acres	Maintenance	$25,000	6/30/2027
Hazard Trees		**$180,000**	6/30/2027
Potential Operational Lines of Delineation		**$300,000**	
Project Name	**Type**		**Completion Date**
Atlas Peak to Continuum			6/30/2027
Bald Mountain			6/30/2027
Belcher to Lake Curry – Hwy 128, Long Horn Connector			6/30/2027
Berryessa Estates			6/30/2027
Berryessa Highlands			6/30/2027
Castleview Ranch			6/30/2027
Circle Oaks			6/30/2027
Continuum to Neyers			6/30/2027
Eagle Ridge			6/30/2027
Hammond to Nichelini – Hwy 18			6/30/2027
Ink Grade			6/30/2027
Jericho Canyon			6/30/2027
Lemonhill			6/30/2027
Oakville Ridge Road			6/30/2027
Pickett Perimeter			6/30/2027
R Ranch			6/30/2027
Sommerston to Hardin			6/30/2027
Timberhill			6/30/2027

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	**$ 3,200,000**
Fuel Mitigation Program	$ 2,465,000
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	$ 60,000
Environmental compliance permitting for fuels projects as defined in the CWPP and approved by Fire Administration	
Wildfire Preparedness Program	$ 225,000
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	$ 349,500
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.	

Other than Program Management, 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.

NAPAFIREWISE

2026 Rate Sheet

POSITION	HOURLY RATE
Chief Executive Officer	$225.00
Sr. Director of Land Resilience	$215.00
Project Manager of Land Resilience	$185.00
Project Lead III	$170.00
Project Lead II	$155.00
Project Lead I	$145.00
Project Monitor	$110.00
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 Analyst I	$110.00
Grants Analyst II	$125.00
Controller	$185.00
Finance Manager	$125.00
Finance Assistant	$120.00
Executive Assistant	$110.00
Sr Manager of Communications and Development	$125.00
Communications and Content Coordinator	$110.00

MILEAGE RATE	
2026 IRS Standard Mileage Rate - per Mile	$0.725

VENDOR INVOICES MARKUP	
NCFF Vendor Mark up per invoice	10%

2026 Equipment Rate Sheet

EQUIPMENT	DAILY RATE
CAT D1 Masticator	$1,540.00
JD 650	$1,130.00
CAT 309 W/Masticator Head	$1,490.00
Swamper/Project Lead	$600.00

**Daily rate does not consider fuel or maintenance costs*

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	

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1364

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Fire Services Agreement Between Napa County and the California Department of Veteran's Affairs - Yountville Veteran's Home

RECOMMENDATION

Approve and authorize Agreement No. 270082B with the California Department of Veteran's Affairs - Yountville Veteran's Home, for the term through September 30, 2026, for fire protection services. (Fiscal Impact: $538,623 Revenue; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The California Department of Veterans Affairs (CalVet) at the Veterans Home of California, Yountville (Home) located at 100 California Drive, Yountville, California 94559, and the Town of Yountville (Town) contract with Napa County (County) to provide Fire Protection Services to each jurisdiction. These Fire Protection Services are provided through the County's own contract with the California Department of Forestry and Fire Protection (CAL FIRE).

Fire Protection Services in the Yountville area of the County are provided through a three-way cost share between the County, the Town, and CalVet. This arrangement to provide Fire Protection Services has been in existence since 1983, and this agreement is a renewal to continue these services. These services include fire protection and suppression services, emergency medical services, emergency dispatch services, the availability of both a hazardous materials team as well as a technical rescue team, fire department administrative services, the provision of a quarterly report from the Yountville Fire Station to the Chief Safety Officer, and joint coordination with the Home's Office of Public Safety Officers and the California Highway Patrol (CHP) in an effort to mitigate incidents at the Home.

This agreement provides for the Home's share of costs associated with staffing and operation of the Yountville

Fire Station. For the term of July 1, 2026, to September 30. 2026, this agreement provides for a seven (7) person team level, seven (7) days per week, twenty-four (24) hours per day. The staffing to assure the team level and response time parameters will be at the discretion of CAL FIRE. The maximum amount for this agreement is $538,623, which pays for personnel costs, station expenses, safety gear and equipment, administrative costs, and some minor miscellaneous costs. This $538,623 amount that CalVet pays does not match the amount that the Town pays and is for a limited term as CalVet, the County of Napa, and the Town review future contract services. The reason is that the County utilizes two CalVet-owned sites for activities related to the provision of fire services. Specifically, these sites include a fire station and a training facility. The rent for the use of these properties has been calculated and agreed upon by the two parties to be valued at $10,000. The rent is shown as a credit against the overall amount for this contract.

Requested Action:

1. Approve Agreement No. 270082B between Napa County and the California Department of Veteran's Affairs - Yountville Veteran's Home for a contract maximum of $538,623 for fire protection services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund (2100)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement provides revenue to the County of Napa through June 30, 2026, to offset fire expenditures at the Yountville Fire Station.
Is the general fund affected?	No
Future fiscal impact:	The County is responsible for one third of the three-way cost share for the Yountville Station.
Consequences if not approved:	Loss of one third of the revenue supporting the Yountville Fire Station.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26YS0055	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Veterans Affairs

CONTRACTOR NAME
Napa County Fire Department

2. The term of this Agreement is:

START DATE
July 1, 2026

THROUGH END DATE
September 30, 2026

3. The maximum amount of this Agreement is:
$538,623.33
Five Hundred Thirty Eight Thousand, Six Hundred Twenty Three Dollars, and Thirty Three Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit B1	Vets Home Fiscal Sheet	2
+ -	Exhibit C *	General Terms and Conditions (GTC 02/2025)	5*
+ -	Exhibits D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Napa County Fire Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1195 Third Street Suite 310	Napa	CA	94599

PRINTED NAME OF PERSON SIGNING	TITLE
Amber Manfree	Board of Supervisors - Chair
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

APPROVED AS TO FORM
Office of County Counsel
By: _____
Date: 06/24/2026
Doc No 13112965

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26YS0055	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Veterans Affairs			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1227 O Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
John Medeiros	Chief, Facilities & Business Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

FIRE AND EMERGENCY RESPONSE SERVICES

1. INTRODUCTION / SERVICES

A. Contractor shall provide fire and emergency response services to the California Department of Veterans Affairs (CalVet) at the Veterans Home of California, Yountville (Home) located at 100 California Drive, Yountville, California 94599, through Contractor Napa County's own contract with the California Department of Forestry and Fire Protection (CalFire). Contractor shall provide all labor, materials, staff, transportation, license, permits, and every other item of expense necessary, unless otherwise stated, to provide fire and emergency response services. Services shall be provided at the Home and in compliance with the terms of this Agreement.

B. All work shall be coordinated and approved by the CalVet Contract Manager or designated representative. Any and all services performed outside the scope of this Agreement or not approved by the Contract Manager or designee, will be at the sole risk and expense of the Contractor.

C. Contractor shall provide services in accordance with federal and state laws and regulations and CalVet policies.

2. CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall provide the following services:

1. Hazardous Materials Response Team with equipment (Level A), which shall respond to spills and other hazardous incidents.
2. Fire protection/suppression.
3. Emergency medical services.
4. Technical Rescue Team with required specialized equipment and training for response to such rescues as high and low angle rescues, confined space rescues, swift water rescues, and trench rescues.
5. Fire investigation services provided through the Napa County Fire Marshal's office.
6. Emergency dispatch services provided by the county's emergency dispatch center.
7. Fire Department administration services, including but not limited to, equipment and personnel support services, budget management, bill payments, supply purchasing, and Chief Officer Coverage by the County Fire Chief, Deputy Fire Chief, Assistant Fire Chiefs, and/or Battalion Chiefs.
8. Provide the Chief Safety Officer with a quarterly Yountville Fire Station report, prepared for the Home, which includes, among other things, a statistical analysis of all calls responded to by the Yountville Fire Station, and a description of major events, special events, and training occurring at the Home, including the Fire Training Facility located at 7294 Silverado Trail in Napa, California.
9. Work jointly with the Home's Office of Public Safety Officers (e.g. Firefighter/Security Officers) and the California Highway Patrol in an effort to mitigate incidents at the Home.

B. Contractor shall provide a four (4) person team level, seven (7) days a week, twenty-four (24) hours per day. The staffing to assure the team level and time parameters set forth will be at the discretion of the Contractor.

C. The 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. CalVet, through the Home Contract Manager, will monitor the work performed by the Contractor. Any modification of this Agreement shall be void unless such modification is in writing and signed by both parties to the Agreement.

D. CalVet and the Contractor mutually acknowledge that the level of service to be provided by the Contractor as set forth above is dependent upon the continued participation by both CalVet and the Town of Yountville in the funding of the operations and maintenance costs of the Yountville Fire Station on the premises of the Home. Upon any reduction in CalVet's and/or the Town of Yountville's contribution, this Agreement shall be renegotiated and amended as to scope of work and compensation.

E. Contractor shall provide fire protection services as set forth above in this Exhibit A. Because the fire protection services to be performed by the Contractor are of a special, unique, unusual, extraordinary, and time-sensitive nature, involving personnel with special training which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in action of law, CalVet, in addition to any other rights or remedies it may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by the Contractor.

F. 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 shall be addressed to the other party at the addresses set forth above. 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 (5) days following the date of deposit, whichever is earlier.

3. CONTACT INFORMATION

A. The Contract Managers during the term of this Agreement will be:

1. **CalVet Representative/Contract Manager:**
   Veterans Home of California - Yountville
   Jeremy Kirk
   100 California Drive
   Yountville, CA 94599
   Phone: (707) 944-4598
   jeremy.kirk@calvet.ca.gov

2. **Contractor Representative:**
   Napa County Fire Department
   Jennifer Palmer, Assistant County Executive Officer
   1195 Third Street Suite 310
   Napa, CA 94559
   Phone: (707) 253-4421
   jennifer.palmer@countyofnapa.org

B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative, including name, title, mailing address, phone/fax numbers, and email address. All other changes require a formal written amendment to this Agreement.

1. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, CalVet agrees to compensate the Contractor on a quarterly basis for services rendered in accordance with the rates specified in Exhibit B-1 Rate Sheet (Schedule A, Fiscal Display PRC 4142), which is attached hereto and made a part of this Agreement. Under this Agreement, one-third (1/3) of the total charges indicated on Exhibit B-1 Rate Sheet (Schedule A for Personnel Services, Operating Expenses and Administrative Charges), shall be paid by the following parties: the Home, the County of Napa, and the Town of Yountville.

a. In accordance with separate lease agreements, Contractor utilizes two CalVet-owned sites for activities related to the provision of fire services. Specifically, these sites include a fire station and a training facility. The rent for the use of these properties has been calculated and agreed upon by the two parties to be valued at $40,000.00. For this contract, the CalVet will reduce the cost of the contract by $40,000.00 and pay the share for the Truck Replacement ($191,348.00). The lease credits and truck replacement will be allocated on a quarterly basis to align with a quarterly billing cycle.

2. The rates for salary, pay differentials, and operating expenses are established through CalFire/Local Government Program, 8500 Cooperative Fire Programs, Schedule A, Public Resources Code (PRC) §4142. The rates are based on the current provisions of the negotiated Memorandums of Understanding (MOUs) for the various Bargaining Units (BUs) and/or personnel policies established by the California Department of Human Resources (CalHR).

3. Invoices shall include the Agreement Number and shall be submitted in triplicate, not more frequently than monthly in arrears, to:

Original Invoice	Approval Copy
Department of Veterans Affairs CalVet Accounting Office 1227 O Street, Room 402 Sacramento, CA 95814 APInvoices@calvet.ca.gov	Veterans Home of California, Yountville Jeremy Kirk, Supervisor I 100 California Drive Yountville, CA 94599

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further form and effect. In this event, the State of California shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

2. **SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS**

A. Submissions of Invoices/Claims

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.

2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.

3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:

a. Contractor's Company name
b. Contractor's Company address, phone number, and e-mail
c. Date of invoice/claim
d. Invoice/claim number
e. CalVet Home, where services were performed
f. Agreement Number
g. Contractor Federal Employer Identification Number and National Provider Identifier number
h. Date(s) of Service
i. Total dollar amount being billed

YOUNTVILLE STATION
FISCAL YEAR 2025-2026
Temporary Extension

PERSONNEL SALARIES

NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	8,930	107,160.00	100,644.67	207,804.67
6	FC	7/1-6/30	72	7,694	553,968.00	520,286.75	1,074,254.75
12	FAE	7/1-6/30	144	6,856	987,264.00	927,238.35	1,914,502.35

SAFETY SALARIES	3,196,561.77

PLANNED OVERTIME (edwc)

NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 57.57%	SUB TOTAL
1	BC	7/1-6/30	12	3,639	43,668.00	25,139.67	68,807.67
6	FC	7/1-6/30	72	3,143	226,296.00	130,278.61	356,574.61
12	FAE	7/1-6/30	144	2,807	404,208.00	232,702.55	636,910.55
					-	-	-

PLANNED OT	1,062,292.82

UNPLANNED OVERTIME

	TOTAL Unplan OT	RETIRE 1.45%	SUB TOTAL
	420,000.00	6,090.00	426,090.00
	-	-	-

UNPLANNED OVERTIME	426,090.00

EDUCATIONAL BENEFIT

NO	CLASS	PERIOD	MON	RATE	TOTAL ED. BENE	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	150	1,800.00	1,690.56	3,490.56
6	FC	7/1-6/30	72	150	10,800.00	10,143.36	20,943.36
12	FAE	7/1-6/30	144	150	21,600.00	20,286.72	41,886.72
					-	-	-

EDUCATIONAL BENEFIT	66,320.64

LONGEVITY PAY

				Salary	DIFFERENTIAL 9%	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	107,160	9,644.40	9,058.02	18,702.42
6	FC	7/1-6/30	72	553,968	49,857.12	46,825.81	96,682.93
				Salary	DIFFERENTIAL 3%	BENEFITS 93.92%	SUB TOTAL
12	FAE	7/1-6/30	144	987,264	29,617.92	27,817.15	57,435.07

LONGEVITY PAY	172,820.42

HAZMAT DIFFERENTIAL

				RATE	TOTAL HAZ. BENE	BENEFITS 93.92%	SUB TOTAL
6	FC	7/1-6/30	72	150	10,800.00	10,143.36	20,943.36
12	FAE	7/1-6/30	144	150	21,600.00	20,286.72	41,886.72
					-	-	-

HAZMAT BENEFIT	62,830.08

TOTAL PERSONNEL SERVICES	**4,986,915.72**

OPERATING EXPENSE

MISCELLANEOUS STATION EXPENSE

TYPE	MONTHS	RATE	AMOUNT	
Station Maintenance			24,026.00	was 45k
Insurance			67,508.00	

Station Fire Suppression Sys	1,500.00
Office Supplies	1,000.00
Photocopier	750.00
Household	1,750.00
Janitorial	1,750.00
Landscape/Ag	2,000.00
Equipment Maintenance	5,000.00
Data Processing	1,083.00
Target Solutions Training Software	1,425.00

STATION EXPENSE	107,792.00

UTILITIES

TYPE	MONTHS	RATE	AMOUNT
Gas & Electricity	12	2,700.00	32,400.00
Water & Sewer	12	1,500.00	18,000.00
Garbage	12	563.00	6,756.00
Phone/Internet	12	750.00	9,000.00

UTILITIES	66,156.00

SAFETY CLOTHING

NO		RATE	AMOUNT	10YR SCHEDULE
19	Employees	9,500.00	180,500.00	18,050.00

SAFETY GEAR	18,050.00

UNIFORMS

NO		MONTHS	RATE	AMOUNT	RETIREMENT	
19	Permanent Safety	228	178.00	40,584.00	588.47	41,172.47

UNIFORMS	41,172.47

TRAVEL AND TRAINING

County Business	100,300.00

TRAVEL AND TRAINING	100,300.00

VEHICLES

NO	OWNER	TYPE		AMOUNT
1	County	Engine	Replacement Fund	264,907.00
		Truck	Replacement Fund	309,137.00

VEHICLES	574,044.00

TOTAL OPERATING EXPENSES	907,514.47

ADMINISTRATIVE CHARGE

11.69%	of GROSS EXPENDITURES	5,894,430.19

ADMIN CHARGE	689,058.89

GRAND TOTAL	**6,583,489.08**

Three Equal Shares	2,194,496.36
	2194493.36
Lease Credit	**(40,000.00)**
$	**2,154,493.36**

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

1. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and / or payment / invoicing instructions / requirements.

B. Upon notice of termination or cancellation, CalVet shall take immediate steps to stop performance and cancel or reduce subsequent contract costs.

2. RESOLUTION OF DISPUTES:

A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

1) That it is a dispute pursuant to this Section.
2) The date, nature, and circumstances of the conduct, which is the subject of dispute.
3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
5) The reason why the Contractor is disputing the conduct.
6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
7) The Contractor's desired remedy.

B. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.

C. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.

D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:

1) Find in favor of the Contractor, in which case the Undersecretary may:

a. Countermand the earlier conduct which caused the Contractor to file a dispute; or
b. Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.

2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or

3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.

E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.

F. Contractor shall continue with the responsibilities under this Contract during any dispute.

3. INSURANCE REQUIREMENTS

Both parties will indemnify and hold harmless the other, its officers, agents, and employees from any and all claims or demands of liability caused by the indemnifying party during or after completion of the project, which is the subject of this agreement.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION:

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1229

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 2 to Agreement No. 220354B with Napa County Office of Education (Cooperative Joint Exercise of Powers Agreement)

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 220354B with Napa County Office of Education, to extend the term of the Agreement for one additional year through December 31, 2027, for the provision of mental health services for children and youth in Napa County schools. (No Fiscal Impact)

BACKGROUND

This agreement is an amendment to a Cooperative Joint Exercise of Powers Agreement (JPA) between the Napa County Office of Education (NCOE) and the County of Napa for the administration and oversight of cooperative mental health services to expand access to mental health services for children and youth, including school-based mental health services throughout the County of Napa is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California.

This amendment updates the JPA to extend the term and reflect changes in state law and program nomenclature. Specifically, the amendment extends the JPA end date from December 31, 2026, to December 31, 2027. It also recognizes that, effective January 1, 2025, the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC), the Mental Health Services Act (MHSA) has been revised and renamed the Behavioral Health Services Act (BHSA), and the Mental Health Student Services Act (MHSSA) has been renamed the Behavioral Health Student Services Act (BHSSA). Accordingly, all references in the agreement to MHSOAC, MHSA, and MHSSA shall be read to mean BHSOAC, BHSA, and BHSSA.

Requested Action:

1. Approve and authorize Amendment No. 2 to Agreement No. 220354B with Napa County Office of

Education, to extend the term of the Agreement for one additional year through December 31, 2027.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

COOPERATIVE JOINT EXERCISE OF POWERS MENTAL HEALTH SERVICES AGREEMENT

Between the County of Napa and the Napa County Office of Education
County of Napa Agreement Number 220354B Amendment Number 2
Napa County Office of Education Agreement Number _____

This Cooperative Joint Exercise of Powers Mental Health Services Agreement between the Napa County Office of Education and the County of Napa for the administration and oversight of cooperative mental health services to expand access to mental health services for children and youth, including school-based mental health services throughout the County of Napa ("Agreement") is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536, effective as of this _____ day of _____, 2027, by and between the Napa County Office of Education, a public educational institution in Napa, California ("NCOE"), and the County of Napa, a political subdivision of the State of California ("County"). NCOE and County are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. NCOE and County may be referred to collectively as
"the Parties."

RECITALS

A. WHEREAS, County and NCOE intend to enter into this Agreement in accordance with the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, et seq.), in particular the immunity provisions of Government Code section 6513; and

B. WHEREAS, the Parties wish to formalize this partnership to jointly lead efforts to administer and oversee mental health services to children at schools throughout Napa County, and to have County obtain funding and NCOE act as the established lead for families within Napa County; and

C. WHEREAS, the Parties wish to enter into this Agreement in order to set forth necessary cooperative procedures and protocols for the administration and oversight of mental health services to school children in Napa County, to set forth the respective obligations and payment responsibilities of the Parties, and to provide for mutual cooperation in the administration and implementation of cooperative efforts to address mental health services for school children within Napa County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the Parties hereby agree as follows:

1) DEFINITIONS.

For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them in this Section:

"Agreement" means this Cooperative Joint Powers Agreement for the Mental Health Student Services Act Grant renamed to Behavioral Health Student Services Act (BHSSA).

"Cooperative Joint Exercise of Powers Agreement" means a legally created agreement that allows two or more public agencies to jointly exercise common powers and provide a creative approach to the provision of cost-effective services to the public.

"County" means the County of Napa, California, a political subdivision of the State of California.

"Effective Date" means the date inserted in the first paragraph of this Agreement, which represents the date that this Agreement was fully executed by the required signatories of each Party.

"Fiscal Year" means the period of 12 consecutive months that commences on July 1st and ends on June 30th.

"Initial Term" means the period from the Effective Date until December 31, 2027, unless in accordance with Section 7 termination clause.

"BHSOAC" means Behavioral Health Services Oversight and Accountability Commission (formerly named "MHSOAC", the California Mental Health Services Oversight and Accountability Commission).

"BHSSA" means Behavioral Health Student Services Act (formerly named "MHSSA", Mental Health Student Services Act).

"NCOE" means the Napa County Office of Education.

"Subcontractor" means school districts and other partners of NCOE who will be implementing services in the schools.

"Term" means the Initial Term and, if applicable, any validly exercised Renewal Term.

2) COUNTY OBLIGATIONS. County shall be responsible for the following:

a) Enter into an agreement with the Behavioral Health Services Oversight and Accountability Commission (BHSOAC or Commission), a branch of State government headquartered in Sacramento, CA;
b) Operate as the fiscal agent for the implementation of the Napa County BHSSA Grant program and make payments to NCOE. Time that the County allots toward the BHSSA grant will be no more than 4 hours per month with a maximum monthly allotment of 16 hours per month;
c) Provide limited administrative support and grant management to NCOE for the implementation of the Napa County BHSSA Grant. Support and grant management will be limited to 4 hours per month with a maximum of 16 hours per month;

d) Serve as a liaison between the BHSOAC and NCOE, which is fully satisfied by troubleshooting and communicating mandates/needs with/to BHSOAC and NCOE. Further, the County will provide representation on BHSOAC All County Calls and Napa County specific calls/communication; and
e) Review required reports from NCOE before they are submitted to the BHSOAC.

3) NCOE OBLIGATIONS. NCOE shall be responsible for the following:

a) In accordance with the $2,954,476 funding Napa County receives from the Mental Health Services Oversight and Accountability Commission, NCOE will provide oversight of the mental health programs and services reflected in the BHSSA grant proposal.
b) NCOE shall provide subcontractor oversight, conduct site visits, perform subrecipient monitoring and prepare bi-annual reports for the funding renewal application for submission to the Behavioral Health Services Oversight and Accountability Commission.
c) During the term of this Agreement, NCOE shall prepare quarterly statistical reports of the services provided.
d) Annual performance evaluations. Evaluation of the performance of the services provided and other obligations required of the Parties under this Agreement shall be conducted annually, during the Agreement. The annual evaluations shall include, but not limited to, evaluation of the following: quality of performance, turnaround time and reporting of student information; and satisfaction level of the services provided by NCOE.

4) APPORTIONMENT OF COSTS FOR PROVISION OF MENTAL HEALTH SERVICES

a) As a consideration of the benefits conferred by this Agreement, the Parties agree that the responsibility for the costs of operation is as follows: County shall provide NCOE a maximum of $642,532.35 annually to support the general operational costs of services for the first four years and $158,933.28 for the final 5th year.
b) Per the payment schedule outlined below, County shall pay NCOE a maximum of $2,749,062.68 as compensation for the actual costs incurred for Mental Health Services to the students within Napa County during the Initial Term.
c) By no later than March 1st of each year, NCOE shall provide to the County a written proposed budget for Mental Health Services to be provided in the following Fiscal Year, and the projected cost of those services.
d) Within 90 days of receipt of the NCOE's written proposed budget for the upcoming Fiscal Year, NCOE and County shall either 1) agree in writing regarding the scope of services and apportionment of Mental Health Services costs to be paid by County for the upcoming Fiscal Year/ Renewal Term, based on the mutual goals identified in this Agreement, or 2) the NCOE or County will provide written notice of termination pursuant to Section 7.

e) Napa County will retain an annual 7% administrative rate per fiscal year to cover costs associated with the management of the MHSSA grant for a contract maximum of $205,413.32. Any portion of the funds retained and unexpended by Napa County may be provided to NCOE during subsequent fiscal years for the purpose of providing Mental Health Services as specified MHSSA grant.

f) Payment Schedule:
The total amount of payments made in any phase/year is not to exceed the amount stated in the chart below unless approved by County, NCOE and Commission.

Funds Distribution	Grant Funding	NCOE Funding	County Administrative Rate
Program Development	$20,000		$20,000.00
Year 1	$690,895.00	$642,532.35	$28,362.65
Year 2	$690,895.00	$642,532.35	$48,362.65
Year 3	$690,895.00	$642,532.35	$48,362.65
Year 4	$690,895.00	$642,532.35	$48,362.65
Year 5	$170,896.00	$158,933.28	$11,962.72
Grant Total	**$2,954,476.00**	**2,729,062.68**	**$205,413.32**

5) TERM. The Term of this Agreement shall be from the Effective Date until terminated in accordance with Section 7; except that the obligations of the parties under Paragraph 9 (Insurance) and Paragraph 10 (Indemnification) shall continue in full force and effect after said expiration date or ear1y termination in relation to acts or omissions occurring prior to such dates during the Initial Term of this Agreement.

6) METHOD OF PAYMENT. County agrees to pay NCOE according to their actual cost invoices supported by actual expenses in four payments per Fiscal Year during the Initial Term and any Renewal Terms of this Agreement. Such payments will be made within 30 days after billing by the County and as follows: NCOE agrees to bill the County on a quarterly basis. The four quarters are specified as: Quarter 1 being July through September, Quarter 2 being October through December, Quarter 3 being January through March and Quarter 4 being April through June.

7) TERMINATION OF AGREEMENT. This Agreement may be terminated as follows: 1) without cause by either Party in the following manner only: The Party desiring to terminate this Amendment must give not less than six (6) weeks written notice of its intent to terminate prior to the end of the Fiscal Year, with the termination effective as of the beginning of the immediately following Fiscal Year; or 2) for cause, 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 8 (Notices). The Director of Health and Human Services Agency (HHSA) 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 HHSA Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

8) NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either Party desires to give to 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 ear1ier.

9) INSURANCE. NCOE and County shall each 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. NCOE and County shall each provide, to the extent required by law, workers' compensation insurance in the performance of all duties under this Agreement.

b) General Liability Insurance. Any services performed by the Parties under this Agreement shall be covered by general liability coverage and the Parties shall maintain adequate liability coverage during the term of this Agreement. County acknowledges that NCOE's liability coverage is through a joint powers authority, North Bay School Insurance Authority (NBSIA) pool, and that NBSIA has a self-insured retention of $250,000. This amount is subject to change at any time by action of the NBSIA board.

10) INDEMNIFICATION.

a) County shall hold NCOE harmless from all loss, claims or liability asserted against or incurred by NCOE by reason of any action of County or of any employees of County during the term of this Amendment. NCOE shall hold County harmless from all loss, damage, claims, or liability asserted against or incurred by County by reason of any action of NCOE or any employee of NCOE during the term of this Amendment.

11) INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, NCOE and County are independent entities, and NCOE and County and the respective officers, agents and employees of NCOE and County are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

12) PRIVILEGES, IMMUNITIES AND OTHER BENFEFITS

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the

territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

13) THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14) GENERAL PROVISIONS.

a) Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

b) Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

c) Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall 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 shall be filed and heard in a court of competent jurisdiction in the County of Napa.

d) Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing Party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

e) Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the duties be delegated without the written consent of the other Party to this Agreement. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

f) Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

g) Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

h) Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Amendment supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

i) 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 NCOE and the County.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

NAPA COUNTY OFFICE OF EDUCATION:

Joshua Schultz, Superintendent

ATTEST:

Ellen Sitter, Executive Assistant to the County Superintendent

NAPA COUNTY BOARD OF SUPERVISORS:

Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Jo Ann Parker*, Deputy by e-signature Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1393

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 1 to Revenue Agreement No. 240123B with Department of State Hospitals (CONREP)

RECOMMENDATION

Approve and authorize Amendment No. 1 to Revenue Agreement No. 240123B with Department of State Hospitals, to extend the term of the agreement for one additional year through June 30, 2027 and increase the contract maximum by $509,609 for a new contract maximum of $2,038,433 for Fiscal Year 2026-2027, for the continued Forensic Conditional Release Program in Napa County. (Fiscal Impact: $509,609 Additional Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

Department of State Hospital (DHS) state-funded Conditional Release Program (CONREP) provides outpatient treatment and supervision for individuals found Not Guilty by Reason of Insanity and certain Mentally Disordered Offenders transitioning from state hospitals or prison back into the community. DHS contracts with counties to provide behavioral health treatment, supervision, and support services necessary to safely maintain these individuals in outpatient status. Required services include therapy, assessments, home visits, substance abuse screening, and case management. Napa County's program is managed by a specialized forensic behavioral health clinician and is funded by the State based on anticipated annual program costs and mandated performance standards.

Requested Action:

1. Approve and authorize Amendment No. 1 to Agreement No. 240123B with Department of State Hospitals, to extend the term of the agreement for one additional year through June 30, 2027 and increase the revenue maximum by $509,609 for a new maximum of $2,038,433 for Fiscal Year 2026-2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement terminates on June 30, 2027. Appropriations have been included in the approved Fiscal Year 2026-2027.
Consequences if not approved:	If this amendment is not approved, the County will be unable to receive the additional time and funds needed to support CONREP-enrolled participants.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4440-2378007000-A1

STANDARD AGREEMENT - AMENDMENT

Napa County Agreement No. 240123B Amend. 1

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 75 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-78007-000	A1	DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

Napa County Health and Human Services

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:

$2,038,432.48

Two Million Thirty-Eight Thousand Four Hundred Thirty-Two Dollars and Forty-Eight Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This Agreement is extended for 12 months, making the contract term end date from June 30, 2026 to June 30, 2027.
B. This Agreement increases the total dollar amount of $1,528,824.36 by $509,608.12. The total maximum amount of this agreement shall now be $2,038,432.48.
C. Exhibit A, "Scope of Work" is attached hereto. Deletions are in strike-through and additions are in bold.
D. Exhibit B, "Budget Detail and Payment Provisions" is attached hereto. Deletions are in strike-through and additions are in bold.
E. Exhibit D, "Special Terms and Conditions" is attached hereto. Deletions are in strike-through and additions are in bold.
F. Exhibit E, "Confidentiality and Information Security Provisions" is attached hereto. Deletions are in strike-through and additions are in bold.
G. Exhibit G, "Insurance Requirements" is attached hereto. Deletions are in strike-through and additions are in bold.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Napa County Health and Human Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2751 Napa Valley Corporate Drive, Building A	Napa	CA	94558

PRINTED NAME OF PERSON SIGNING	TITLE
Amber Manfree	Chair of Napa County Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4440-2378007000-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 75 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-78007-000	A1	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Kathryn Hill	Chief, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	W & I Code 4360 (a) & (b)		

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/ JO ANN PARKER* Jo Ann Parker, Deputy County Counsel Date: 6/5/2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. Napa County Health and Human Services, hereafter referred to as Contractor, agrees to provide Forensic Conditional Release Program (CONREP) services, (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

☒ DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	☒ DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
☒ DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	☒ DSH-Patton 3102 East Highland Avenue Patton, CA 92369
☒ DSH-Sacramento 1215 O Street, MS-10 Sacramento, CA 95814	☒ DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94588-6293
☒ ~~Sylmar Health & Rehabilitation Center~~ ~~12220 Foothill Blvd.~~ ~~Sylmar, CA 91342~~	☒ Napa County Health and Human Services 2751 Napa Valley Corporate Drive Building A-211 Napa, CA 94559 And other locations determined By Contractor

The Contractor shall provide services pursuant to this Agreement at the locations indicated above; and in any location required to represent DSH in mediation and before the courts. Contractor agrees to provide services described in this Agreement at any of the other locations above, pursuant to an amended Agreement.

3. SERVICE HOURS:

A. The services shall be provided during normal business hours, 8:00 a.m. to 5:00 p. m., Monday through Friday, except state holidays. Contractor shall maintain a 24-hour phone line for emergency contact and keep the DSH informed of any changes to that number.

Initial:
DSH _____
Contractor _____

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Program Contacts:

Department of State Hospitals		Napa County Health and Human Services	
Section/Unit: CFPD/ Conditional Release Program		Section/Unit: CONREP	
Attention: ~~Ashley Tennyson~~ **Sandra Melching** ~~Staff Services Manager I~~ **Supervisor II**		Attention: Dolores Flores-Chavez, LCSW Community Program Director	
Address: 1215 O Street, MS-10 Sacramento, CA 95814		Address: 2751 Napa Valley Corporate Drive, Bldg A-211 Napa, CA 94558	
Phone: ~~(916) 651-1373~~ **(916) 909-1468**	Fax: (916) 654-2111	Phone: (707) 253-4710	Fax: (707) 299-2165
Email: ~~Ashley.Tennyson@dsh.ca.gov~~ **Sandra.Melching@dsh.ca.gov**		Email: Maria.DoloresFloresChavez@countyofnapa.org	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals		Napa County Health and Human Services	
Section/Unit: CFPD/ Conditional Release Program		Section/Unit: HHSA/Mental Health/CONREP	
Attention: ~~Katherine Wolfe~~ ~~Associate Governmental Program Analyst~~ **Sanjot Gill** **Analyst II**		Attention: Valerie Cahill, LMFT Behavioral Health Manager	
Address: 1215 O Street, MS-10 Sacramento, CA 95814		Address: 2751 Napa Valley Corporate Drive, Bldg A-211 Napa, CA 94558	
Phone: ~~(916) 352-0510~~ **(916) 562-2424**	Fax: (916) 654-2111	Phone: (707) 299-2149	Fax: (707) 299-2165
Email: ~~Katherine.Wolfe@dsh.ca.gov~~ **Sanjot.Gill@dsh.ca.gov**		Email: Valerie.Cahill@countyofnapa.org	

~~Inquiries related to the Required Services specified in Exhibit A, Scope of Work should be directed to the assigned Consulting Psychologist (CP)/Liaison. Contractor will be notified of the assigned CP/Liaison by the DSH Contract Manager and/or project representative. Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.~~

B. **Inquiries related to the Required Services specified in Exhibit A, Scope of Work should be directed to the assigned Consulting Psychologist (CP)/Liaison. Contractor will be notified of the assigned CP/Liaison by the DSH Contract Manager and/or project representative.**

Initial:
DSH _____
Contractor _____

5. SUBSTITUTIONS:

A. **Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.**

B. **Either party may make changes to the Project Representatives by providing written notice to the other party. Said changes shall not require an amendment to this Agreement.**

6. SUMMARY OF WORK TO BE PERFORMED:

A. Pursuant to Welfare and Institutions Code (WIC) Section 4360 (a) and (b), the DSH operates a CONREP. Through contracts with private providers or counties, the DSH provides a statewide system of community mental health treatment and supervision to the designated population of judicially committed individuals, including those committed pursuant to the following Penal Code (PC) and Welfare and Institutions Code (WIC) sections: Not Guilty by Reason of Insanity (PC 1026/WIC 702.3), Incompetent to Stand Trial (PC 1370), Mentally Disordered Sex Offender (former WIC 6316), Offender with a Mental Health Disorder (PC 2972) and the Offender with a Mental Health Disorder (PC 2964(a)) hereinafter referred to as "CONREP patients."

B. Contractor shall provide forensic treatment services to CONREP patients in the counties listed in Exhibit A, Attachment I pursuant to the CONREP Policy and Procedures Manual. The services shall focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.

7. CONTRACTOR RESPONSIBILITIES:

A. Contractor acknowledges it has received a copy of the CONREP Policy and Procedures Manual, Volume I and II (Manual) and has had an opportunity to review the terms and provisions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications or provisions which constitute the Agreement, the following order of precedence shall apply:

i. Standard Agreement, STD 213; and

ii. This Exhibit A – Scope of Work, including specifications incorporated by reference; and

iii. All attachments incorporated in the Agreement by reference, and

iv. CONREP Policy and Procedure Manual, Volume I and II (the "Manual")

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate CONREP in accordance with the Manual, including any future amendments to the Manual. The DSH shall provide Contractor with notice of any amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within ten (10) business days

Initial:
DSH _____
Contractor _____

from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

B. Contractor shall provide services consistent with the CONREP Clinical Treatment Required Services (hereinafter referred to as the Required Services). Contractor shall provide the specific Required Services at least at the minimum frequency and duration as indicated in Section F.

C. Prior to, and as part of performing the Required Services, Contractor shall assess each patient's functioning and risk and determine the appropriate Required Service Care Level, which includes Intensive, Intermediate, Supportive, Transitional, Aftercare or Statewide Transitional Residential Program (STRP) treatment levels.

D. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient less frequently than outlined in Section F, Contractor must obtain prior written approval from the DSH for a waiver of Required Services before deviating from the levels of service indicated in Section F.

E. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient more frequently than outlined in Section F, for the purposes of this Agreement, such services shall be considered Supplemental Services.

F. Contractor shall provide the following Required Services, as outlined in the Manual:

i. Forensic Individual Contact

a. Contractor shall provide four (4) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Intensive Care Level.

b. Contractor shall provide three (3) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Intermediate Care Level.

c. Contractor shall provide two (2) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Supportive Care Level.

d. Contractor shall provide one (1) service per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Transitional or Aftercare Care Levels.

ii. Group Contact

a. Contractor shall provide four (4) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Intensive Care Level.

Initial:
DSH _____
Contractor _____

b. Contractor shall provide three (3) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Intermediate Care Level.

c. Contractor shall provide two (2) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Supportive Care Levels.

d. Contractor shall provide one (1) service per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Transitional Care Level.

iii. Case Management

a. Contractor shall provide up to a maximum of eight (8) hours per month at fifteen (15) minutes per session for patients receiving services at the Intensive Care Level.

b. Contractor shall provide up to a maximum of two (2) hours per month at fifteen (15) minutes per session for patients receiving services at the Intermediate, Supportive, Transitional or Aftercare Care Levels.

iv. Home Visits

a. Contractor shall provide two (2) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Intensive Care Level.

b. Contractor shall provide one (1) service per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Intermediate or Supportive Care Levels.

c. Contractor shall provide one (1) service per quarter with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Transitional or Aftercare Care Levels.

v. Collateral Contact

a. Contractor shall provide two (2) services per month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Intensive Care Level.

b. Contractor shall provide six (6) services per year, every other month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Intermediate, Supportive or Transitional Care Levels.

c. Contractor shall provide one (1) service per month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a

Initial:
DSH _____
Contractor _____

maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Aftercare Care Level.

vi. Substance Abuse Screening

a. Contractor shall provide four (4) services per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Intensive Care Level.

b. Contractor shall provide two (2) services per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Intermediate or Supportive Care Levels.

c. Contractor shall provide one (1) service per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Transitional Care Level.

d. Contractor shall provide one (1) service per quarter with a minimum of fifteen (15) minutes per session for patients receiving services at the Aftercare Care Level.

vii. Annual Case Review

a. Contractor shall provide one (1) service per year for patients receiving services at the Intensive, Intermediate, Supportive, Transitional, Aftercare or STRP Care Levels.

viii. Psychiatric Services

a. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) per month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Intensive Care Level.

b. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (med check) every other month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Intermediate Care Level.

c. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (med check) every other month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Supportive Care Level.

d. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and three (3) progress notes (med check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Transitional Care Level.

e. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) to two (2) progress notes (medication

Initial:
DSH _____
Contractor _____

check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Aftercare Care Level.

f. Contractor shall provider one (1) annual note per year of one (1) hour duration for patients receiving services at the STRP Care Level.

G. Should the Contractor, in its professional judgment, determine that additional services not outlined in Section F are needed for a particular patient, for the purposes of this Agreement, such services shall be considered Supplemental Services. These services could include but are not limited to translation, polygraph, specialized treatment and life support. These services shall have prior authorization by DSH CONREP Operations and funds available to cover such services within the program budget, per Exhibit B. Such services shall be entered into the CONREP data system.

H. As part of the Required Services, Contractor shall complete state hospital liaison visits for judicially committed and Offenders with a Mental Health Disorder (OMD) patients at least twice per year per patient. The visits shall be conducted either on-site or by video-conference; however, one (1) visit must be on-site per year per patient. Contractor shall, at a minimum, review all patients' medical records and treatment plans; conduct face-to-face or video-conference meetings with patients; consult with each patient's inpatient treatment team; and conduct an assessment of each patient's treatment progress and readiness for treatment in the community, including identification of specific barriers to community treatment. Contractor shall provide written reports which detail the specifics of the hospital liaison visits within forty-five (45) days after the visit. Contractor shall complete the visits at the DSH state hospital in which the patient resides. Contractor shall have a monitoring system to ensure report completion and timely submission to the DSH.

I. Contractor shall maintain the contracted caseload and provide Required Services specific to each county as detailed in Exhibit B, Budget Detail and Payment Provisions. Contractor acknowledges that, in addition to other auditing and/or compliance-review rights retained by the DSH under this Agreement, the DSH may monitor the Contractor for compliance with administration and treatment of CONREP patients comprising the caseload. The Contractor is expected to show documentation of caseload compliance for any given time period, which may include, but not be limited to time sheets for employees, scheduled appointments for each employee, patient records, or other method to validate percentages of time dedicated to the CONREP. Contractor acknowledges that this information may be compared to the contracted caseload. The Contractor is required to ensure that staff positions funded pursuant to this Agreement are reserved solely for the provision of Required Services, regardless of caseload size.

J. Contractor agrees that the DSH shall have access to facilities, programs, documents, records, staff, patients, or other material or persons the DSH deems necessary to perform monitoring and auditing of services rendered, in its sole and absolute discretion.

K. Contractor further acknowledges that while the DSH may monitor Contractor program operations to determine compliance with the DSH policies, regulations, statutes, the Manual, and contract requirements, Contractor shall be solely responsible for its compliance with State and Federal laws applicable to operating a CONREP Program and shall seek its own legal counsel for advice on these laws.

L. Program Administration – as part of the Required Services:

Initial:
DSH _____
Contractor _____

i. Contractor shall administer the CONREP Program serving the designated population in accordance with WIC Section 4360 (a) and (b), as noted in this Agreement.

ii. Contractor shall nominate a qualified Community Program Director, who is responsible for case management, placement evaluations, and who will serve as the court liaison.

iii. Contractor shall have an internal clinic Policy and Procedure Manual which shall reflect clinic operations and incorporate the Manual.

iv. Contractor shall establish and maintain effective working relationships with the judiciary, District Attorneys, Public Defenders, Parole Agents, and local law enforcement officials.

v. Contractor shall have a monitoring system to ensure the Required Services are provided at the minimum frequency and duration as indicated in Section F of this Agreement, unless otherwise approved by the DSH, in accordance with the patient's Care Level.

M. Community Outpatient Treatment Admission and Assessment Process – as part of the Required Services:

i. Contractor shall develop recommendations to the Courts for admission of prospective CONREP patients.

ii. Contractor shall work with the Board of Parole Hearings (BPH), applicable state hospitals, Parole Agents, and the California Forensic Assessment Project (CFAP) panel to complete all required assessments and other required steps for CONREP patients to be approved for admission to outpatient services.

iii. Contractor shall develop written "Terms and Conditions of Release to Outpatient Treatment" that are specific to each patient.

N. As part of the Required Services:

i. Contractor shall develop, review, and revise individual wellness and recovery treatment plans for each CONREP patient at least annually, through multidisciplinary treatment team consultation, and in collaboration with the patient.

ii. Contractor shall assist as needed in obtaining psychotropic medications, adhere to the Manual, participate in a program-specific plan for providing clozapine services, and support and facilitate participation in a Psychopharmacological Consultation System when required, but shall not provide physician services.

iii. Contractor shall respond to Special Incidents and law enforcement issues, with coverage twenty-four (24) hours a day, seven (7) days a week, and with the capacity to arrange for/or provide emergency transportation of CONREP patients.

iv. Contractor shall provide treatment to follow the Risk, Needs, Responsivity/Forensic Focus model in the context of a wellness and recovery approach to care.

Initial:
DSH _____
Contractor _____

v. Contractor shall provide forensic interventions, including documentation, to address patient-specific criminogenic risk factors, including identification of warning signs, precursors, criminal thinking styles and patterns, and high-risk conditions/situations.

vi. Contractor shall provide mental health treatment to support individualized recovery and address a patient's understanding of and ability to live with chronic mental illness, including necessity of medication compliance.

vii. Contractor shall provide psycho-educational training to address coping and social skills related to time management, goal-setting, consequential thinking, stress management, anger management, and safety issues related to any history of trauma, interpersonal communication, conflict resolution, activities of daily living, job skills, and recreation skills.

viii. Contractor shall provide substance abuse treatment, including monitoring for abstinence from prohibited substances, psycho-education regarding co-occurring substance use and psychiatric disorders, relapse prevention, and integration into community resources, including self-help groups such as Alcoholics Anonymous and Narcotics Anonymous.

ix. Contractor shall provide interventions consistent with the psychological and cognitive level and learning style of the CONREP patient, including but not limited to:

a. Interventions that are trauma-informed and support safety and stability.

b. Interventions that are gender-responsive.

c. Interventions that are culturally appropriate and sensitive to a diversity of cultures.

d. Interventions that are consistent with the cognitive challenges associated with chronic mental illness.

O. Contractor shall provide the following reports – as part of the Required Services:

i. Contractor shall develop and submit quarterly (four (4) per year) Progress and Annual Dispositional Reports to the Courts. Contractor shall have a monitoring system to ensure report completion and timely submission to the Courts.

ii. Contractor shall develop and submit pre-placement evaluations for PC 1370 Incompetent to Stand Trial (IST) and PC 1026 Not Guilty by Reason of Insanity (NGI) individuals. For the purposes of this Agreement, this requirement is considered a Supplemental Service.

iii. Contractor shall complete annual case reviews by multidisciplinary staff in collaboration with the CONREP Physician, resulting in updated treatment goals and objectives in patient's individualized wellness and recovery treatment plan; disposition recommendations to the Courts/BPH in the annual reports; and modification of the patient's "Terms and Conditions of Outpatient Treatment."

iv. Contractor shall provide annual assessment of competence to stand trial for CONREP patients found IST.

Initial:
DSH _____
Contractor _____

v. Contractor shall develop discharge plans and Community Aftercare Plans for CONREP patients receiving Transitional and Aftercare levels of service.

P. Contractor shall provide the following services, as part of the Required Services, related to a patient's possible Revocation/Re-hospitalization:

i. Contractor shall provide consultation to CONREP patients prior to requesting revocation/re-hospitalization.

ii. Contractor shall complete the appropriate re-hospitalization and revocation paperwork with specific justifications/clinical rationale that address public safety considerations.

iii. Contractor shall cooperate with law enforcement agencies, Parole Agents, Court officials, and state hospitals to ensure continuity of care of CONREP patients during the revocation/re-hospitalization process.

Q. Contractor shall provide the following services, as part of the Required Services, related to patient grievances:

i. Upon admission/re-admission, Contractor shall provide an orientation and education on the patient grievance process for each CONREP patient.

ii. Contractor shall post the CONREP Patient Grievance Process as outlined in the Manual, section 1470, Outpatient Treatment Operations: Patient Rights and Protection Issues, in each clinic in a visible location in an area commonly used by CONREP Patients.

R. As part of the Required Services, Contractor shall:

i. Provide clinical notes following any mental health service to include, but not be limited to, services provided, patient's response/interaction, specific problem behaviors, warning signs and/or any pertinent observations, and actions taken in response to mental health services. Clinical notes shall reflect that criminal history, mental illness and treatment plan goals were addressed during service contacts.

ii. Maintain psychiatric documentation produced by the CONREP Physician that includes generic names of medications, dosage, route of administration, diagnosis, frequency of administration, and refill numbers.

iii. Maintain CONREP patient records that include the State Hospital Liaison file and referral packet; photo identification; current Terms and Conditions of Outpatient Treatment; copy of Department of Justice Notice (DOJ) of Registration Requirement form SS8047; quarterly and annual court progress reports; personal belongings designation form; clinical and medical information; CFAP report and current Annual Case Review; Individual Risk Profile form; positive toxicology results; polygraph results/reports; Patient Transaction form; current court Minute Order for PC 1026 and PC 2972 Offenders with a Mental Health Disorder (OMD) patients designating continued civil commitment.

iv. Maintain a Special Incident file that is separate from the CONREP patient record.

Initial:
DSH _____
Contractor _____

v. Maintain a hospital liaison file for each state hospital patient receiving liaison visits, which is incorporated into the patient record once the patient is admitted to CONREP outpatient services.

vi. Retain "batched" negative urine drug screen laboratory test results for twelve (12) months.

vii. Retain CONREP patient criminal history summaries in a secure file separate from the CONREP patient record.

viii. Maintain a voter registration form, Tarasoff documentation, family/victim correspondence, identification of other individuals' names and psychological records, including prior client profiles, raw test data, test results, HCR-20 coding sheets, and PCL-SV scoring summaries in a file separate from a patient's record.

ix. Complete Patient Transaction Form, and enter patient status information into the CONREP Data System within required timeframes. Patient admissions, transfers, and AWOL status shall be entered the same day or first business day after the event. Patients who are on Not Available and on discharge status shall be entered within three (3) business days of occurrence.

x. Provide to the DSH Contract Manager monthly data on delivery of Required Services by the 15th of each month following the month of service.

S. Contractor shall provide the following services, as part of the Required Services, related to Credentialing/Staff Training and Supervision:

i. Unless granted a waiver pursuant to WIC 5751.2, and the "Waiver of License Process" outlined in the Manual, Contractor shall ensure that all treatment services are performed by staff licensed, credentialed, and/or certified as is appropriate to the scope of their practice, and in accordance with the laws and regulations of California. Such licensure shall be maintained in good standing without conditions at all times. Contractor shall not allow any person to practice in CONREP whose license has been revoked or suspended for any reason.

ii. Upon becoming aware that charges have been filed with the licensing authority regarding any person working in a CONREP Program, the Contractor shall immediately inform the DSH Contract Manager of the charges and the status of the licensee both with regard to the licensing authority and nature of the employment with the Contractor. Contractor should inform the DSH Contract Manager of relevant stages of the investigation and disposition of the charges.

iii. Contractor shall complete comprehensive law enforcement background checks of its staff as set forth in the Manual with ongoing recertification through California DOJ Information Bulletins and updates.

iv. Contractor shall provide orientation, training and clinical supervision of program staff as required on forensic issues, risk assessment, substance abuse screening, infection control, and provision of care.

Initial:
DSH _____
Contractor _____

v. Contractor shall attend regional meetings at least twice per year and the DSH sponsored Forensic Training once per year, as determined by the DSH in its sole and absolute discretion.

vi. Contractor may attend additional DSH CONREP sponsored and/or CONREP Operations approved Forensic training, as determined by the DSH in its sole and absolute discretion per Exhibit B, Regional Meetings & Forensic Training.

T. The Contractor agrees, unless otherwise permitted by the DSH at its sole discretion, to lease all equipment for program operations. All requests to purchase equipment instead of leasing shall be submitted to the DSH Contract Manager in writing. At the conclusion of the contractual relationship between the DSH and the Contractor, the Contractor shall provide a final inventory to the DSH that includes an inventory of all equipment purchased during the contract term. If purchased with funds from the DSH, the DSH shall own the property and final disposition of such equipment shall be handled at the discretion of the DSH.

U. The Contractor agrees, prior to entering into any agreement, to obtain prior authorization to move the Contractor's office location or perform office modifications involving construction where CONREP services are provided. Contractor shall submit in writing to DSH Administration and CONREP Operations, justification and estimated costs associated with the proposed move or office construction.

V. Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Agreement, fluent shall be defined as, "able to understand, speak and write in English in a medical and non-medical environment, with full comprehension."

~~W. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas. Contractor must be in possession of a valid picture identification card at all times while in any of the DSH secured areas.~~

~~X. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on the DSH grounds without the written consent of the Executive Director or designee. If any Contractor or personnel is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by the DSH Hospital Police.~~

~~Y. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with the DSH patients unless providing direct services to the DSH patients conforming to the Terms and Conditions of their contract.~~

~~Z. If services shall be provided on the DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if~~

Initial:
DSH _____
Contractor _____

their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.

AA. If services shall be provided on the DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.

BB. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not use any tobacco products, (including smokeless tobacco) on the DSH grounds (WIC section 4138).

CC. If services shall be provided on the DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.

i. Contractor's Employees may be issued a personal duress alarm (PDA) device. At the time of issuance instructions on how to operate/maintain each device will be provided to Contractor's Employees. In the event of negligent loss/damage of the issued equipment, Contractor agrees to pay for replacement cost.

ii. Contractor understands that Contractor's Employees providing services through a sally port or into a secured area of a DSH facility shall submit to a fingerprint and background check, as well as a mandatory drug screening.

DD. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

EE. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

FF. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.

GG. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

Initial:
DSH _____
Contractor _____

~~HH. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.~~

~~II. 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.~~

W. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permit(s), registration(s) and license(s) necessary to accomplish the work specified in this Agreement; and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

X. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

Y. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.

Z. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fail to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, and would constitute a material breach of this Agreement under California law.

AA. Pursuant to Public Contract Code section 10367, the Contractor is hereby made aware that their performance pursuant to this Agreement shall be evaluated by DSH in writing.

Initial:
DSH _____
Contractor _____

BB. If services shall be provided on the DSH grounds, Contractor shall participate in any job-related training provided or required by DSH.

CC. If services shall be provided on the DSH grounds, Contractor and Contractor's staff must be able to pass a background check with the State of California to be eligible for a contractor identification badge (ID). The ID badge will allow the Contractor to act as an independent service provider. Contractor and service staff, if applicable, shall submit to the background check within ten (10) business days upon execution of the contract and provide DSH with proof of submission. Failure to do so will result in termination of the contract. Background check shall be completed at the Contractor's expense. The Contractor and service staff shall submit to a LIVE SCAN background check at the Contractor's choice of Law Enforcement Agency. It is the responsibility of the Contractor to obtain DSH – Sacramento's ORI number, which will direct the return results to DSH - Sacramento. Contractor shall obtain a Request for LIVE SCAN Service Form and provide their full legal name to the DSH – Sacramento Hospital Human Resources Department, which will include the hospital's ORI number, for the law enforcement agency conducting the LIVE SCAN process.

DD. If services shall be provided on the DSH grounds, Contractor shall provide annual proof of tuberculosis screening to the Medical Services Department in accordance with the California Code of Regulations, Title 22. Testing shall be completed at the Contractor's expense.

EE. If services shall be provided on the DSH grounds, Contractor technicians will be required to adhere to all COVID guidelines and protocols implemented at the facility based off the "The California Department of State Hospitals COVID-19 Transmission-Based Precautions and Testing" developed in partnership between DSH, and the California Department of Public Health, Healthcare Associated Infections Program

FF. If services shall be provided on the DSH grounds, Contractor shall participate in all of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control."

GG. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, activity that would constitute "Workplace Violence" as defined in the applicable DSH Policy Directive Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.

HH. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle,

Initial:
DSH _____
Contractor _____

military card, etc.; company badges are not valid) in order to be admitted into secured areas.

II. If services shall be provided on the DSH grounds, Each person performing services under this Agreement may be issued a Personal Duress Alarm System (PDAS) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.

i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDAS tags and chargers to the appropriate DSH Police Department. DSH Contract Manager shall ensure all PDAS tags and accessories are returned to the appropriate DSH Police Department prior to signing off final invoice for payment. <u>If a PDAS tag and accessories are not returned to DSH, Contractor will be responsible for the current replacement cost of the PDAS tag and accessories (a value not less than $150)</u>. Contractor will be billed accordingly for any PDAS tags and accessories that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDAS tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. DSH Contract Manager shall ensure all PDAS tags and accessories are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.

JJ. If services shall be provided on the DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with any electronic device or camera anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action may be taken by DSH Hospital police.

KK. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take screenshots, record, or video with any electronic device or camera, during any conference or meeting without the written consent of the Executive Director or designee.

LL. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location.

MM. If services shall be provided on DSH grounds, Contractor understands and agrees that DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall DSH be held liable or accountable for tools misplaced or left behind.

Initial:
DSH _____
Contractor _____

NN. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on DSH grounds (Welfare and Institutions Code section 4138).

OO. Contractor shall participate in any of DSH safety measures or programs as may be required by DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by DSH.

PP. Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at the interval agreed up by the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible

8. LANGUAGE ACCESS SERVICES:

A. Contractor shall comply with the California Department of Health and Human Services language access policy, adopted on May 22, 2023, and revised January 10, 2024, as it may be amended from time to time. In accordance with that policy, contractor shall:

i. Provide access and delivery of written translation and verbal interpretation services to Clients/Patients with limited English proficiency (LEP) and/or disabilities, upon request of DSH.

ii. Provide vital documents, upon DSH's request, translated into, at minimum, the five threshold languages identified by the California Department of Health and Human Services Language Access Policy: Chinese, Korean, Spanish, Tagalog, and Vietnamese. For purposes of this contract, Chinese language translation of vital documents will be provided in Simplified and Traditional Chinese. Additionally, Chinese language interpretation will be provided in Client's/Patient's preferred dialect of Cantonese or Mandarin. If the LEP Client's/Patient's primary language falls outside of the five threshold languages, Contractor shall provide written translation of vital documents and sight translation using a certified translator to convey the information to the LEP Client/Patient or family members to accommodate their primary language. The contractor shall provide a certified interpreter to provide translations. A certified interpreter is one who has passed an exam and evaluation process by a recognized governmental or professional organization showing interpreting competence in at least two languages. The certification exam must have been validated as effectively testing interpreting knowledge skills. An LEP Client's/Patient's primary language is the language in which they most effectively communicate when interacting with DSH. This can be their native language, sign language or tactile sign language. If a Client/Patient or Client's/Patient's family members' preferred language is a unique dialect or language, sight translation is allowable.

"Vital documents" are vital to Client/Patient rights and responsibilities, care and treatment, notices regarding eligibility or benefits, posted information, and information about the availability of free language assistance services.

Initial:
DSH _____
Contractor _____

iii. Provide DSH with interpreter services 24-hours a day for its monolingual, non-English-speaking, or LEP Clients/Patient and their family members, either through interpreters, sign language or tactile sign language personnel or telephone language services.

9. THE DSH RESPONSIBILITIES:

A. The DSH shall provide orientation to the CONREP Program to Contractor's staff which have not received orientation previously, as designated by Contractor and at the discretion of the DSH. Such orientation shall include an overview of state policy and procedures, the Manual and appropriate statutes related to the Program.

~~B. DSH shall be responsible for the development and design of the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with State and Federal laws and the DSH policies and procedures.~~

B. The DSH shall provide pertinent clinical information to Contractor for patients referred for services. Information considered pertinent includes, but not limited to: principal psychiatric diagnosis, current medications, diet, current risk for aggressive or self-abusive behavior and existing medical conditions, including alerts for contagious diseases. In emergency situations where information is not prepared, the DSH shall provide the information to Contractor as soon as possible.

~~C. The DSH shall provide clinical and administrative direction and support to Contractor and oversight of Program. Any direction, support, or assistance provided by the DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement.~~

C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of the **compliance of the** Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.

~~ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.~~

ii. The DSH may monitor, evaluate, and inspect Contractor's facilities and systems, as well as all services provided in fulfillment of the requirements of this Agreement. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager and does not relieve the Contractor of its responsibility to independently monitor its own compliance with

Initial:
DSH _____
Contractor _____

this agreement. DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on **compliance and** the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

D. DSH shall be responsible for the development and design of the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with State and Federal laws and the DSH policies and procedures.

E. The DSH shall provide clinical and administrative direction and support to Contractor and oversight of Program. Any direction, support, or assistance provided by the DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement

10. PRESENTATION:

A. **Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement**

11. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this

Initial:
DSH _____
Contractor _____

Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

12. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for ~~one (1) additional term of up to two (2) years~~ **two (2) additional terms of up to one (1) year each**, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Revised 01.16.25

Initial:
DSH _____
Contractor _____

EXHIBIT A, ATTACHMENT I
LIST OF COUNTIES SERVED

Napa

Initial:
DSH _____
Contractor _____

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

C. Monthly, the State will reimburse the Contractor for 1/12th of the annual Total Allocation amount as specified in the DSH 7001. The Contractor shall submit Summary Claim for Reimbursement (CRP1701A).

D. Reimbursement of Non-Allocation amounts will be made using the Summary Claim for Reimbursement (CPR1701B), for actual expenditures in accordance with provisions of Exhibit A, Exhibit B and the DSH 7001.

E. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

F. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.

G. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

H. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the **Coronavirus Aide, Relief, and Economic Security (CAREs)** Act or **federal Emergency Management Agency (FEMA)** disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals**- Sacramento**
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814
OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. ~~Contractor shall submit one original and three copies of each invoice, unless emailed~~. **Contractor shall submit one original of each invoice unless emailed.** Email is the preferred method of submission.

Initial:
DSH _____
Contractor _____

C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall include the following on each submitted invoice:

i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
iii. Small Business certification number, if applicable
iv. Professional license number, if applicable
v. Invoice total
vi. Authorizing signature
vii. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.
viii. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

A. The amount of this Agreement shall not exceed ~~$1,528,824.36~~ **$2,038,432.48** at rates listed in this Agreement.

B.

Department of State Hospitals — **Forensic Services Conditional Release Program**
CONREP PROGRAM - EXHIBIT B
SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT
DSH 7001 (Revised 06/13/18)

Contractor Name:	Napa County Health and Human Services	Fiscal Year Begin:	07/01/2023	Submission:	
		Fiscal Year End:	06/30/2024		
		Contract Months:	12		

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Gross Caseload
6	3	1	0	0	0	10

2. State Hospital Liaison Services

	Atascadero	Coalinga	Metro	Napa	Patton	IMD	Total
a. No. Patients	1	0	0	10	2	0	13
b. No. Total Reports	2	0	0	20	4	0	26

Line Items	Contracted Amount	Monthly Amount
1) Outpatient Services		
a) Required Services	$ 157,761.48	$ 13,146.79
b) Required Services (Contracted)	$ 30,525.00	$ 2,543.75
c) Administrative Services	$ 75,287.16	$ 6,273.93
d) On-Call	$ 20,893.56	$ 1,741.13
e) Direct OE&E	$ 36,388.20	$ 3,032.35
f) Indirect Cost	$ 81,993.60	$ 6,832.80
Outpatient Services Subtotal	$ 402,849.00	$ 33,570.75
2) Hospital Liaison	$ 17,557.28	$ 1,463.11
3) Jail Evaluation	$ 15,163.44	$ 1,263.62
Total Allocation	**$ 435,569.72**	**$ 36,297.48**
4) Regional Meetings & Forensic Training	$ 4,936.00	$ 411.33
5) Supplemental Services	$ 59,102.40	$ 4,925.20
Total Non-Allocation	**$ 64,038.40**	
6) Provisional	$ 10,000.00	
FY 2023-24 Total	**$ 509,608.12**	

Initial:
DSH _____
Contractor _____

Department of State Hospitals — Forensic Services Conditional Release Program
CONREP PROGRAM - EXHIBIT B
SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT
DSH 7001 (Revised 06/13/18)

Contractor Name:	Napa County Health and Human Services	Fiscal Year Begin:	07/01/2024	Submission:
		Fiscal Year End:	06/30/2025	
		Contract Months:	12	

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Gross Caseload
6	3	1	0	0	0	10

2. State Hospital Liaison Services

	Atascadero	Coalinga	Metro	Napa	Patton	IMD	Total
a. No. Patients	1	0	0	10	2	0	13
b. No. Total Reports	2	0	0	20	4	0	26

Line Items	Contracted Amount	Monthly Amount
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5) Supplemental Services	$ 59,102.40	$ 4,925.20
Total Non-Allocation	**$ 64,038.40**	
6) Provisional	$ 10,000.00	
FY 2024-25 Total	**$ 509,608.12**	

Initial:
DSH _____
Contractor _____

Department of State Hospitals — Forensic Services Conditional Release Program
CONREP PROGRAM - EXHIBIT B
SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT
DSH-7001 (Revised 06/13/18)

Contractor Name:	Napa County Health and Human Services	Fiscal Year Begin:	07/01/2025	Submission:
		Fiscal Year End:	06/30/2026	
		Contract Months:	12	

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Gross Caseload
6	3	1	0	0	0	10

2. State Hospital Liaison Services

	Atascadero	Coalinga	Metro	Napa	Patton	IMD	Total
a. No. Patients	1	0	0	10	2	0	13
b. No. Total Reports	2	0	0	20	4	0	26

Line Items	Contracted Amount	Monthly Amount
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4) Regional Meetings & Forensic Training	$ 4,936.00	$ 411.33
5) Supplemental Services	$ 59,102.40	$ 4,925.20
Total Non-Allocation	**$ 64,038.40**	
6) Provisional	$ 10,000.00	
FY 2025-26 Total	**$ 509,608.12**	
AGREEMENT GRAND TOTAL	**$ 1,528,824.36**	

Initial:
DSH _____
Contractor _____

Department of State Hospitals — **Forensic Services Conditional Release Program**
CONREP PROGRAM - EXHIBIT B
SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT
DSH 7001 (Revised 06/13/18)

Contractor Name:	Napa County Health and Human Services	Fiscal Year Begin:	07/01/2025	Submission:
		Fiscal Year End:	06/30/2026	
		Contract Months:	12	

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Gross Caseload
6	3	1	0	0	0	10

2. State Hospital Liaison Services

	Atascadero	Coalinga	Metro	Napa	Patton	IMD	Total
a. No. Patients	1	0	0	10	2	0	13
b. No. Total Reports	2	0	0	20	4	0	26

Line Items	Contracted Amount	Monthly Amount
1) Outpatient Services		
a) Required Services	$ 157,761.48	$ 13,146.79
b) Required Services (Contracted)	$ 30,525.00	$ 2,543.75
c) Administrative Services	$ 75,287.16	$ 6,273.93
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5) Supplemental Services	$ 59,102.40	$ 4,925.20
Total Non-Allocation	**$ 64,038.40**	
6) Provisional	$ 10,000.00	
FY 2025-26 Total	**$ 509,608.12**	

Initial:
DSH _____
Contractor _____

Department of State Hospitals — **Forensic Services Conditional Release Program**

CONREP PROGRAM - EXHIBIT B

SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT

DSH 7001 (Revised 06/13/18)

Contractor Name:	Napa County Health and Human Services	Fiscal Year Begin:	07/01/2026	Submission:
		Fiscal Year End:	06/30/2027	
		Contract Months:	12	

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Gross Caseload
6	3	1	0	0	0	10

2. State Hospital Liaison Services

	Atascadero	Coalinga	Metro	Napa	Patton	IMD	Total
a. No. Patients	2	0	1	8	0	2	13
b. No. Total Reports	4	0	2	16	0	4	26

Line Items	Contracted Amount	Monthly Amount
1) Outpatient Services		
a) Required Services	$ 191,105.76	$ 15,925.48
b) Required Services (Contracted)	$ 30,525.00	$ 2,543.75
c) Administrative Services	$ 79,229.40	$ 6,602.45
d) On-Call	$ 9,375.84	$ 781.32
e) Direct OE&E	$ 10,800.00	$ 900.00
f) Indirect Cost	$ 109,579.44	$ 9,131.62
Outpatient Services Subtotal	$ 430,615.44	$ 35,884.62
2) Hospital Liaison	$ 14,977.68	$ 1,248.14
3) Jail Evaluation	$ 29,050.20	$ 2,420.85
Total Allocation	**$ 474,643.32**	**$ 39,553.61**
4) Regional Meetings & Forensic Training	$ 6,195.96	$ 516.33
5) Supplemental Services	$ 18,768.84	$ 1,564.07
Total Non-Allocation	**$ 24,964.80**	
6) Provisional	$ 10,000.00	
FY 2026-27 Total	**$ 509,608.12**	
AGREEMENT GRAND TOTAL	**$ 2,038,432.48**	

Initial:

DSH _____

Contractor _____

C. Charges/rates shall be computed in accordance with the DSH 7001 form(s) of this Exhibit B. The major budget categories include Total Allocation (line items 1a-f, 2 and 3), Total Non-Allocation (line items 4 and 5) and Provisional (line item 6).

D. Requests for Total Allocation (lines items 1a-f, 2 and/or 3) budget modification must be approved by the DSH Administration and CONREP Operations, and cannot exceed the Total Allocation amount.

E. The Total Non-Allocation may vary between line items 4 and 5 but cannot exceed the Total Non-Allocation amount.

F. Request for disbursement of the Provisional funds (Exhibit B, DSH 7001, Line item 6) must be submitted with written justification and supporting documentation by Contractor, as agreed to by Contractor and DSH, and approved by DSH CONREP Operations. The amount cannot exceed the specified allocation. Upon DSH approval, the authorized monies can be move into the appropriate budget line item to allow for claim submission and reimbursement.

G. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population, etc. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meets the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

H. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

I. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

J. Travel Reimbursement

Travel reimbursement rates will be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., title 2, §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:

Initial:
DSH _____
Contractor _____

~~i. Travel must be pre-approved by the DSH Contract Manager.~~

~~ii. Travel shall be at the least expensive method available~~

~~iii. Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the state.~~

~~iv. When seeking reimbursement for travel, Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with his or her invoice, and with original receipts, for each instance of expenses for lodging, rental car, fuel for rental car, and parking. A copy of the travel itinerary is required for all air travel, and a copy of MapQuest or equivalent is required for mileage claims. All TEC's must be approved by the DSH Contract Manager in writing.~~

~~v. The time an individual leaves his or her office or residence and returns to his/her office or residence shall be used in calculating per diem allowances. Expense claim forms must specify these times in order to be processed for payment.~~

~~Contractor must retain copies of all expense claim forms and receipts for at least three years from the final payment of this contract in case of an audit. For an overview of CalHR's travel reimbursement program visit http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.~~

D. The Total Non-Allocation may vary between line items 4 and 5 but cannot exceed the Total Non-Allocation amount.

E. Request for disbursement of the Provisional funds (Exhibit B, DSH 7001, Line item 6) must be submitted with written justification and supporting documentation by Contractor, as agreed to by Contractor and DSH, and approved by DSH CONREP Operations. The amount cannot exceed the specified allocation. Upon DSH approval, the authorized monies can be move into the appropriate budget line item to allow for claim submission and reimbursement.

F. Since DSH may refer clients having Medicare or a private health insurance plan for medical services, DSH will provide Contractor with applicable health insurance information when requesting or scheduling services, payment shall be made in accordance with the following process:

i. For CONREP clients covered in whole or part by both Medicare and a private health insurance plan:

(1) Contractor shall seek reimbursement from both sources as required by CMS, prior to invoicing DSH.

Initial:
DSH _____
Contractor _____

(2) Contractor shall then submit the EOMB(s)/EOB(s), reflecting Medicare and/or insurance payments or denials, as applicable, with an original invoice when billing DSH.

(3) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the patient's insurance or DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.

ii. For CONREP clients not covered in whole or part by either Medicare or an individual health insurance plan:

(1) Contractor shall submit an original invoice for the full billed amount. Such invoices must be provided as described in this Agreement.

G. In all cases, DSH may review any submitted Medicare claim form(s) for erroneous information that would have caused the claim to be denied and dispute the invoice. DSH shall not be responsible for reimbursing Contractor for that portion of their costs should a claim be denied for any such erroneous information. Examples of erroneous information include, but are not limited to, failure to use proper modifiers or condition codes and proper use of demographic information.

H. In all cases, if Contractor is denied payment due to failure on their part to submit claims for services within the required timeframes, DSH shall not be responsible for reimbursing Contractor for that portion of their costs.

I. In the event that Contractor submits an invoice that is less than the applicable Medicare rate multiplied as described herein, DSH shall compensate Contractor at the invoiced rate.

J. If Contractor is audited by CMS or their designee or audited by the patient's private insurer, and the audit finds that Contractor has been overpaid, Contractor shall reimburse all applicable parties as noted in the audit findings.

K. DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change. The amounts indicated above will be used solely for the purposes of encumbering funds. DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meets the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be

Initial:
DSH _____
Contractor _____

approved by the Department of General Services if such approval is required

L. At the sole discretion of DSH and for the purposes of accounting, DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

M. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

N. Travel reimbursement rates will be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., title 2, §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:

i. Travel must be pre-approved by DSH Contract Manager.

ii. Travel shall be at the least expensive method available

iii. Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the state.

iv. When seeking reimbursement for travel, Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with his or her invoice, and with original receipts, for each instance of expenses for lodging, rental car, fuel for rental car, and parking. A copy of the travel itinerary is required for all air travel, and a copy of MapQuest or equivalent is required for mileage claims. All TEC's must be approved by DSH Contract Manager in writing.

v. The time an individual leaves his or her office or residence and returns to his/her office or residence shall be used in calculating per diem allowances. Expense claim forms must specify these times in order to be processed for payment.

Contractor must retain copies of all expense claim forms and receipts for at least three years from the final payment of this contract in case of an audit. For an overview of CalHR's travel reimbursement program visit http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. For specific questions regarding which travel expenses are reimbursable, contact DSH Contract Manager.

Initial:
DSH _____
Contractor _____

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

Initial:
DSH _____
Contractor _____

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor

Initial:
DSH _____
Contractor _____

any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

Initial:
DSH _____
Contractor _____

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and

Initial:
DSH _____
Contractor _____

no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a

Initial:
DSH _____
Contractor _____

subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

Initial:
DSH _____
Contractor _____

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at

Initial:
DSH _____
Contractor _____

Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in

Initial:
DSH _____
Contractor _____

writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Revision 11-18-2020

Initial:
DSH _____
Contractor _____

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

A. The Contractor shall procure and maintain all license(s), permits, registrations and certifications required by law for accomplishing any work required with this agreement. Contractor shall provide proof of any such documentation upon request by DSH. In the event any license(s), permit(s), registration(s), and certification(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed document within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documentation, the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

B. The Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

C. The Contractor and its agents, employees, and subcontractors shall keep informed of, observe, and comply with, all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.

D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

E. If signing this agreement as a sole proprietor, The Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).

F. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

G. If contract activities include collection of organic waste, the Contractor must be aware and adhere to Public Resources Code § 42649.1 et. seq. concerning organic waste recycling requirements. Organic waste includes: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

Initial:
DSH _____
Contractor _____

H. The Contractor's, and any subcontractor's, own data center or cloud computing, where data may be stored, must be physically located in the continental United States. Remote access to data from outside the continental United States is prohibited.

2. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

3. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code § 7550).

4. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

Initial:
DSH _____
Contractor _____

5. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. Contractor shall consult with DSH regarding any Public Records Request Act that involves DSH as a public entity, or if it involves DSH data, information or documents before production.

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law. Contractor shall consult with DSH regarding any request from the media that involves DSH data, information or documents before responding to the requester.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the Contract terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH or designee publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

6. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable

Initial:
DSH _____
Contractor _____

document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical, and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the above data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

7. NOTICE:

A. Notice to either party shall be sent via email to DSH-Sacramento at saccontracts@dsh.ca.gov. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

8. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

Initial:
DSH _____
Contractor _____

9. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

11. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

12. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or

Initial:
DSH _____
Contractor _____

if none, at State rates for such testimony as may be requested by DSH.

13. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

14. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization, or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms, or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

15. EXCISE TAX:

A. The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State 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 or use tax imposed by another state.

16. RIGHT TO TERMINATE:

Initial:
DSH _____
Contractor _____

A. DSH reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the contractor. If

terminated, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of termination and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs incurred prior to the date of termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of termination.

B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

17. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

18. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification, and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they

Initial:
DSH _____
Contractor _____

shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

19. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

20. RESOLUTION OF DISPUTES:

A. In the event of a dispute, Contractor will attempt resolution with the DSH Contract Manager or designee with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of State Hospitals within ten (10) days of the failed resolution at the following address:

Attn: PAC or PCO
Department of State Hospitals, PCSS
1215 O Street [MS#1]
Sacramento, CA 95814
Or via email at: SacContracts@dsh.ca.gov

B. The Purchasing Authority Contact (PAC) or the Procurement Contract Officer (PCO) or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the PAC or PCO or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

C. Neither the pendency of a dispute nor its consideration by the PAC or PCO will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

Initial:
DSH _____
Contractor _____

21. SUBCONTRACTS:

A. Except for subcontracts identified on DGS PD 05-105 Bidder Declaration, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them.

22. EQUIPMENT RENTAL AGREEMENTS:

A. Contractor understands that the State cannot agree to indemnify a Contractor, assume responsibility for matters beyond its control, agree to make payments in advance, accept any other provision creating a contingent liability against the State or agree to obtain insurance to protect the Contractor.

B. The State will return the equipment in good condition, subject to reasonable wear and tear. The State restricts responsibility for repairs and liability for damage or losses made necessary by or resulting from the negligent act or omission of the State or its officers employees or agents that are beyond the control of the State.

C. The Contractor will be responsible to maintain the equipment to keep the equipment in good working order and to make all necessary repairs and adjustments without qualification, with a clear right in the State to terminate or cease paying rent should the Contactor fail to maintain the equipment properly. For this purpose, the Contractor's representative will be given full and adequate access to the equipment at reasonable times.

D. Any personal property taxes cannot be reimbursed by the State.

23. RUSSIAN SANCTION ORDERS:

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

Initial:
DSH _____
Contractor _____

30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

24. NEWS RELEASES:

A. News releases pertaining to award of, or work performed as a result of, a contract may not be made without prior written approval of:

DSH Office of Communications
Phone: (916) 654-2410
After Hours: (916) 206-9274
Email: Officeofcommunications@dsh.ca.gov

25. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:

A. The DSH affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall deliver all applicable services and products in reasonable compliance with applicable DSH standards (for example, Web Content Accessibility Guidelines, Version 2.0 or a subsequent version, at Level AA or higher, and the requirements of sections 11135 and 7405 of the Government Code and Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as applicable); upon request, provide the DSH with its accessibility testing results and written documentation verifying accessibility; promptly respond to and resolve accessibility complaints; and (indemnify and hold the DSH harmless in the event of claims arising from inaccessibility.)

Revision 02.25.25

Initial:
DSH _____
Contractor _____

~~EXHIBIT E~~
~~CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS~~

~~These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.~~

~~1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:~~

~~A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.~~

~~A. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.~~

~~B. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.~~

~~2. DEFINITIONS:~~

~~A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.~~

Initial:
DSH _____
Contractor _____

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103 (2021).

ii. Breach. With respect to Contractor's handling of confidential information, "breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. section 164.402 (2021).

iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).

iv. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.

v. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).

vi. Required by law, as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

vii. Security Incident. Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;

iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

Initial:
DSH _____
Contractor _____

iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);

vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;

viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);

ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

Initial:
DSH _____
Contractor _____

x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.

C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by

Initial:
DSH _____
Contractor _____

Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.

i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) network-based firewall and/or personal firewall,

(2) continuously updated anti-virus software and

(3) patch-management process including installation of all operating system/software vendor security patches.

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not

Initial:
DSH _____
Contractor _____

limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

Initial:
DSH _____
Contractor _____

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

Initial:
DSH _____
Contractor _____

~~DSH Contract Manager~~	~~DSH Chief Privacy Officer~~	~~DSH Chief Information Security Officer~~
~~See Exhibit A - Scope of Work for contact information~~	~~Chief Privacy Officer~~ ~~Office of Legal Services~~ ~~1215 O Street, MS-5~~ ~~Sacramento, CA 95814~~ ~~Email: yamin.scardigli@dsh.ca.gov~~ ~~Telephone: 916-562-3721~~	~~Chief Information Security Officer~~ ~~Information Security Office~~ ~~1215 O Street, MS-4~~ ~~Sacramento, CA 95814~~ ~~Email: iso@dsh.ca.gov and security@dsh.ca.gov~~ ~~Telephone: 916-654-4218~~

~~14. INTERNAL PRACTICES:~~

A. ~~Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.~~

~~15. EMPLOYEE TRAINING AND DISCIPLINE:~~

A. ~~Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.~~

~~16. EFFECT OF TERMINATION:~~

A. ~~Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).~~

~~17. MISCELLANEOUS PROVISIONS:~~

A. ~~DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).~~

B. ~~Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or~~

Initial:
DSH _____
Contractor _____

employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. **TERMINATION FOR CAUSE:**

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

Initial:
DSH _____
Contractor _____

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA/HITECH Act contracts)
HIPAA Business Associate Agreement

These Confidentiality and Information Security Provisions for Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., the Lanterman-Petris-Short Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. , and HIPAA, including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

Initial:
DSH _____
Contractor _____

2. DEFINITIONS:

A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103.

ii. Breach. With respect to Contractor's handling of confidential information, "breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. section 164.402.

iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 .

iv. Confidential Information. Confidential information is all information and records obtained in the course of providing services to either voluntary or involuntary recipients of services, codified in Welfare and Institutions Code section 5328. Confidential information shall include information or data that is defined as Protected Health Information in HIPAA or Personal Information as defined herein.

v. Personal Information (PI). PI shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a).

vi. Required by law, as set forth under 45 C.F.R. section 164.103 , shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. A mandated use or disclosure that is required by law must be authorized under both federal and state privacy laws and regulations, including those listed in subsection 1.A. above.

vii. Security Incident. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of (1) confidential information, or (2) confidential data that is essential to the ongoing operation

Initial:
DSH _____
Contractor _____

of Contractor's organization and intended for internal use; or, (3) interference with system operations in an information system.

viii. **Designated Record Set. Designated record set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH.**

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. **Not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Contractor shall inform DSH of any disclosure required by law that is not contemplated by this agreement, prior to making the disclosure. Any use or disclosure of DSH confidential information shall be the minimum necessary;**

ii. **Promptly transmit to the DSH Contract Manager all requests for disclosure of any confidential information requested by third parties to the agreement between Contractor and DSH.**

iii. **Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;**

iv. **Report to DSH any access, use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 , and any security incident of which it becomes aware;**

v. **In accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;**

vi. **Provide access and make available confidential information in a designated record set to DSH or to an individual in accordance with 45 C.F.R. section 164.524 and California Health and Safety Code section 123100 et seq.. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;**

vii. **If Contractor maintains electronic health records with PHI and an individual requests a copy of such information in an**

Initial:
DSH _____
Contractor _____

electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e);

viii. **If Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;**

ix. **Make any amendment(s) to confidential information in a designated record set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526, or take other measures as necessary, agreed to by DSH, to satisfy DSH's obligations under 45 C.F.R. section 164.526;**

x. **Document and make available to DSH or (at the direction of DSH) to an individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 and 42 U.S.C. section 17935(c). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;**

xi. **To the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 , comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s);**

xii. **Make its internal practices, accounting, and records available to the DSH or the US Health and Human Services Secretary for purposes of determining compliance with the HIPAA regulations, in a time and manner designated either by DSH or the Secretary;**

xiii. **Comply with all applicable legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and subcontractors, including but not limited to the handling and disclosure of PI received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using PI received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and**

Initial:
DSH _____
Contractor _____

shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement;

xiv. **Indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.**

4. **PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:**

   A. **Except as otherwise provided in the Agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.**

   B. **Contractor may not use or disclose the confidential information except as provided and permitted or required by this Agreement with DSH or as required by law.**

   C. **Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.**

   D. **Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.**

5. **SAFEGUARDS:**

   A. **Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement**

Initial:
DSH _____
Contractor _____

with DSH. Contractor shall provide the DSH with information concerning such safeguards upon request from DSH.

i. **Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule.**

ii. **Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unsecured at workplace, home or in a vehicle) and encryption.**

iii. **Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.**

6. **SECURITY REQUIREMENTS:**

A. **Authentication mechanisms must be consistent with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. All users must be issued a unique user account for accessing DSH data. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems with the following minimum controls applied:**

i. **User accounts must be promptly disabled or deleted upon the transfer or termination of an employee**
ii. **Passwords are not to be shared**
iii. **Passwords must be at least eight characters in length. Password policy requiring a length of fifteen characters or more does not require periodic password changes. Passwords of between eight and fourteen characters must require the password be changed at most every 90 days**
iv. **Passwords must not be comprised of a single dictionary word**
v. **Passwords must not be stored in readable format on any computer or system**
vi. **Passwords must be changed if compromised or revealed to any party other than the assigned user**
vii. **Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:**
    1. **Upper case letters (A-Z)**
    2. **Lower case letters (a-z)**
    3. **Arabic numerals (0-9)**
    4. **Non-alphanumeric characters (punctuation symbols)**

B. **Systems accessible from internet locations require authentication meeting NIST SP 800-63 Authenticator Assurance Level 2 at a minimum, including multi-factor authentication.**

Initial:
DSH _____
Contractor _____

C. Contractor shall implement the following security controls on each server, workstation, or portable computing device (e.g., laptop computer) that processes or stores confidential, personal, or sensitive data:

1. **Network-based firewall and/or personal firewall.**

2. **Continuously updated next-generation anti-virus (NGAV) software. NGAV software must be able to provide real-time detection and prevention of malware and non-malware attacks, including file based as well as memory-based and file-less attacks. NGAV software must be designed to detect and prevent abnormal behaviors including "zero day" (never before seen malware) attacks, and use indicators of compromise to identify abnormalities. Vendor-managed devices operating within DSH networks will utilize DSH-provided endpoint protection software to permit monitoring and isolation of devices which exhibit abnormal behavior.**

3. **Patch-management process including installation of all operating system/software vendor security patches. All applicable patches rated critical or high, have a common vulnerability scoring system (CVSS) score of 7.0 or greater, or correct exploitable vulnerabilities, must be installed within a maximum of 30 days from vendor release.**

4. **All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-23 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher.**

5. **Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.**

D. Encrypt all confidential information, including personal or sensitive data, stored on portable electronic devices (including, but not limited to, USBs and hard drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher.

E. Prior to disposal, sanitize all DSH confidential information or data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

F. Contractor shall not transmit confidential information, including personal or sensitive data, via e-mail or other Internet transport protocol over a public network unless a FIPS 140-3 certified algorithm, at minimum, such as Advanced Encryption Standard (AES), with a 128 bit key or higher is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential

Initial:
DSH _____
Contractor _____

information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, and if applicable, after termination, Contractor shall report to DSH any use or disclosure of information not provided for by this Agreement of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 .

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer and the DSH Chief Privacy Officer by email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential information or data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and,

ii. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer and the DSH Chief Privacy Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

Initial:
DSH _____
Contractor _____

v. **whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.**

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Chief Information Security Officer and DSH Chief Privacy Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer, and Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Legal Division 1215 O Street Sacramento, CA 95814 Email: Privacy.Officer@dsh.ca.gov Telephone: 916-654-2319	Chief Information Security Officer Information Security Office 1215 O Street Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the Agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this Agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this Agreement.

Initial:
DSH _____
Contractor _____

15. EFFECT OF TERMINATION:

A. Upon termination or expiration of the Agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information and data within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information and data received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractors, or its agents.

16. MISCELLANEOUS PROVISIONS:

A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an individual to satisfy 45 C.F.R. section 164.522.

B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

Initial:
DSH _____
Contractor _____

17. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

18. TERMINATION FOR CAUSE:

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

iii. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

i. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

Revision 01.16.25

Initial:
DSH _____
Contractor _____

EXHIBIT G
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and DSH, shall be provided prior to the execution of this Agreement and the commencement of services.

B. DSH reserves the right, at its sole discretion, to cancel a proposed award to Contractor which does not submit all required insurance documents in a timely manner. Should DSH cancel a proposed award for this reason, DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**
Contractor shall maintain general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should Contractor use a subcontractor to complete a portion of this Agreement, Contractor shall include the subcontractor as an additional named insured under Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. Contractor shall supply evidence of the subcontractor's insurance to DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise directed by DSH, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Initial:
DSH _____
Contractor _____

☐ **Pollution/Environmental Impairment Liability:**
Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Motor Vehicle Liability:**
Contractor shall maintain motor vehicle liability insurance with limits of not less than $1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Professional Liability:**
Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this

Initial:
DSH _____
Contractor _____

provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to DSH prior to the commencement of services.

☐ **Performance Bond:**
Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**
Contractor shall provide DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by Contractor's employees, subcontractors, and suppliers in the event that Contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:
https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf

☒ **Workers' Compensation:**
If Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than $1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by DSH, in writing, Contractor shall furnish, within three (3) state business days following DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, DSH, its officers, agents and employees from any and all claims by Contractor's employees, agents and/or anyone representing Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

Initial:
DSH _____
Contractor _____

4. CERTIFICATE HOLDER AND SUBMISSION:

A. Certificates of liability insurance must name DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals
Attention: ~~Analyst Name~~ **Contracts Office**
~~Address~~ **1215 O Street, MS-1**
~~City, State, Zip~~ **Sacramento, CA 95814**
~~Email address~~ **SacContracts@dsh.ca.gov**

5. SELF-INSURANCE REQUIREMENTS:

A. If Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.

B. For all other Contractors, for Workers' Compensation insurance, Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.

C. For all other Contractors, for all other insurance categories, Contractor must provide:

i. A cover letter from Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.

ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.

iii. Evidence of firm having current equity of at least $5,000,000 and current net profit of at least $500,000.

iv. A signed written statement from Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of $500,000.

D. Contractor agrees to submit to DSH evidence of, upon request by DSH, and DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. DSH also reserves the right to require subsequent assistance from Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by DSH, Contractor shall provide additional reasonable assurances and documentation to DSH of its ability to meet the requirements to self-insure.

E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

Initial:
DSH _____
Contractor _____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1394

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 270086B with Department of Health Care Services (Performance Contract)

RECOMMENDATION

Approve and authorize Agreement No. 270086B with Department of Health Care Services for the term of July 1, 2026 through June 30, 2029 for a State mandated agreement pertaining to the ongoing operation and funding of community behavioral health services in Napa County. (No Fiscal Impact; Mandatory)

BACKGROUND

Counties providing behavioral health services under a managed care contract with the California Department of Health Care Services (DHCS) must meet certain conditions and requirements to receive state and federal funding for these community mental health services. This agreement, which is the County's performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that County must meet in order to receive funding from the following sources: the Behavioral Health Services Act (State funds), Projects for Assistance in Transition from Homelessness (PATH-Federal funds), Community Mental Health Services Block Grant (MHBG-Federal Funds) from the Substance Abuse and Mental Health Services Administration (SAMHSA), Substance Abuse Prevention and Treatment Block Grant (SABG).

Action requested:

1. Approve and authorize Agreement No. 270086B with Department of Health Care Services for the term of July 1, 2026 through June 30, 2029 for a State mandated agreement pertaining to the ongoing operation and funding of community behavioral health services in Napa County.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26-60046	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Napa

2. The term of this Agreement is:

START DATE
July 1, 2026

THROUGH END DATE
June 30, 2029

3. The maximum amount of this Agreement is:
$0 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A, Attachment I	Behavioral Health Services Act	34
Exhibit A, Attachment II	Additional Terms and Conditions	6
Exhibit A, Attachment III	Request for Waiver	1
Exhibit B	Budget Detail Provisions	1
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	40
Exhibit E	Additional Provisions	5
Exhibit F	Business Associate Addendum (HIPAA)	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Napa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2751 Napa Valley Corporate Drive Building A	Napa	CA	94558

PRINTED NAME OF PERSON SIGNING	TITLE
Amber Manfree	Chair of the Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26-60046	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per Budget Act 2025, Assembly Bill 227, Item 4260-116-0890; Welfare and Institution Code, Sections 5402(i), 5706, and 5814(g).		

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: *Rachel L. Ross* (e-signature) Date: July 15, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1410

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Agreement No. 270087B with GovInvest, Inc., dba TrueComp

RECOMMENDATION

Approve and authorize Agreement No. 270087B with GovInvest, Inc., dba TrueComp for the term of July 1, 2026, through June 30, 2029, to provide labor costing software services. (Fiscal Impact: $90,000 annually; Budgeted; Discretionary)

BACKGROUND

GovInvest, Inc., dba TrueComp, is an innovative software company that brought together leading actuaries, engineers, and designers to build technological solutions to empower government agencies to better control pension liability, other post-employment benefits (OPEB) liability, and debt management. This new agreement begins a new three-year term for their Labor Costing module which will allow forecasting and financial modeling to inform County decisions for labor negotiations and benefit costing. TrueComp is not a local vendor.

Requested Action: Approve and authorize Agreement No. 270087B with GovInvest, Inc., dba TrueComp, for the term of July 1, 2026, through June 30, 2029, to provide labor costing software services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
Additional Informati County Initiative: Elevate County Service and Workfo

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: 6FB6044D-00D0-8A0A-8026-57B7370CD125

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("Agreement") is entered into as of 07/01/2026 ("Effective Date") by and between GovInvest, Inc., dba TrueComp, of 8605 Santa Monica Blvd., PMB 52465, West Hollywood, CA 90069("TrueComp"), and Napa County, of **1195 Third Street, Napa, CA 94559 ("Client").**

1. DEFINITIONS

1.1 **"Authorized Users"** means an employee or contractor of Client that Client has registered with TrueComp.

1.2 **"Client Data"** means all data, information, and materials provided by Client to TrueComp for use in connection with the Services.

1.3 **"Confidential Information"** means any business or technical information disclosed by one party to the other party, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary. Confidential Information shall not include information that (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; or (c) is received from a third party without breach of any obligation owed to the disclosing party.

1.4 **"Documentation"** means the user guides, online help, release notes, training materials, and other documentation provided by TrueComp regarding the Software Services from time to time as published at https://truecomp.com/training/.

1.5 **"Order"** means the Order Form attached hereto as Schedule A.

1.6 **"Professional Services"** means any consulting, development, customization, configuration, training or other professional services that TrueComp agrees to provide to Client pursuant to the Order.

1.7 "Services" means collectively the Software Services and the Professional Services.

1.8 **"Software Services"** means the software-as-a-service (SaaS) compensation management platform and related professional services provided by TrueComp as described in the Order.

2. SERVICES AND ACCESS

2.1 **Access to Software Services.** Subject to the terms and conditions of this Agreement, TrueComp grants Client a non-exclusive, non-transferrable right to access and use the Software Services set forth in the Order during the term of this Agreement solely for Client's own business purposes.

2.2 **Usage Restrictions.** Client shall not (a) make the Software Services or data obtained in connection therewith available to any third party other than Authorized Users; (b) license, sell, resell, rent, or lease the Software Services; or (c) access or use the Software Services or data obtained in connection therewith, in whole or in part, to build a competitive product or service.

2.3 **Data Usage.** TrueComp may collect, use and disclose quantitative data and information related to the performance of the Services, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes (collectively, "Usage Data"). If TrueComp discloses Usage Data, such will be de-identified and aggregated. TrueComp may use compensation information, comparator data, census data, union plan provisions, and/or other information sources accessed via public records and/or provided directly by government agencies to develop the data set for Client. Benchmarking clients will provide compensation information to TrueComp periodically as requested. TrueComp will rely on this information without an audit.

2.4 **Professional Services.** TrueComp may provide Professional Services to the Client in accordance with the term set forth in the Order.

3. SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT

3.1 **Availability.** TrueComp will use commercially reasonable efforts to make the Software Services available 24 hours a day, 7 days a week, with a monthly uptime percentage of at least 99%, excluding scheduled maintenance.

Docusign Envelope ID: 6FB6044D-00D0-8A0A-8026-57B7370CD125

3.2 **Maintenance**. TrueComp will provide at least 48 hours' notice for scheduled maintenance, which will typically be performed during non-business hours.

3.3 **Support.** TrueComp will provide standard technical support during business hours: 8:00 AM to 6:00 PM (Central Standard Time), Monday through Friday, excluding holidays.

4. RESTRICTIONS AND RESPONSIBILITIES

4.1 **Restrictions.** Client will not, directly or indirectly:

(a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, underlying structure, ideas, know-how, or algorithms relevant to the Software Services, or any software, documentation, or data related to or used to provide the Software Services;

(b) modify, translate, or create derivative works based on the Software Services;

(c) use the Software Services for timesharing, service bureau, or outsourcing purposes, or otherwise make the Software Services available to any third party other than Authorized Users;

(d) remove, alter, or obscure any proprietary notices, labels, or markings on or within the Software Services; or

(e) export or re-export, either directly or indirectly, the Software Services or any component thereof in violation of the export control laws and regulations of the United States or any other applicable jurisdiction.

4.2 **Client Responsibilities.** Client shall be responsible for: (a) obtaining and maintaining any hardware, software, and ancillary services necessary to access and use the Software Services (collectively, "Equipment"); (b) maintaining the security of the Equipment, Client account, and all associated credentials, including administrative and Authorized User passwords and files; and (c) all activity occurring under Client's account. Client shall promptly notify TrueComp of any unauthorized access to or use of Client's account.

4.3 **Suspension and Disablement.** TrueComp may suspend access to the Software Services, or remove or disable any Authorized User's account , if:

(a) TrueComp reasonably believes that a material violation of this Agreement has occurred and such violation has not been remediated within forty-eight (48) hours following written notice from TrueComp specifying the nature of the violation; or

(b) Suspension is necessary to address a security vulnerability that TrueComp has discovered or reasonably suspects poses a risk to the Software Services, Client Data, or third parties.

4.4 **Suspension Notice.** Except in the case of Section 4.3(b), TrueComp will provide Client with no less than forty-eight (48) hours prior written notice before implementing any suspension or disablement.

4.5 **Billing Disputes.** TrueComp shall not suspend Client's access to the Software Services solely due to a good-faith and timely dispute regarding fees asserted in accordance with Section 6.2.

5. CLIENT OBLIGATIONS

5.1 **Responsibilities.** Client is responsible for (a) ensuring its Authorized Users comply with this Agreement; (b) the accuracy and legality of Client Data; and (c) using reasonable efforts to prevent unauthorized access to the Software Services.

5.2 **Cooperation.** Client will provide TrueComp with reasonable access to Client's personnel, systems and Equipment as necessary for TrueComp to perform the Services.

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6. FEES AND PAYMENT

6.1 **Fees.** Client will pay the fees specified in the Order. Unless otherwise stated in the Order, fees are based on Services purchased or provided and not actual usage.

6.2 **Invoicing.** Fees for Software Services will be invoiced annually in advance. Fee for Professional Services shall be invoiced as provided for in the Order. Software Services are non-cancelable, and fees paid are non-refundable. Client shall notify TrueComp in writing of any disputed amounts within ten (10) days from the invoice date, specifying in reasonable detail the basis for the dispute and failure to do so shall be deemed a waiver of any right to thereafter dispute such invoice. Client shall timely pay all undisputed portions of any invoice in accordance with this Agreement.

6.3 **Payment Terms.** All amounts invoiced are due and payable within thirty (30) days from the invoice date. Unpaid invoices are subject to a finance charge of 1.5% per month, or the maximum permitted by law, whichever is lower, plus all collection expenses.

6.4 **Taxes.** Fees do not include any taxes, levies, duties, or similar governmental assessments. Client is responsible for paying all taxes associated with its purchases hereunder, excluding taxes based on TrueComp's net income.

6.5 **Fee Adjustments.** At least sixty (60) days prior to the expiration of the then-current term, TrueComp shall have the right, upon written notice to Client, to adjust the fees for the Software Services to be effective as of the commencement of the next renewal term. Such adjusted fees shall be binding unless Client elects to terminate this Agreement in accordance with Section 10.1.

7. WARRANTIES AND DISCLAIMER

7.1 **Limited Warranty.** TrueComp warrants that the Software Services will perform materially in accordance with the Documentation. TrueComp warrants for a period of 90 days following the completion of a Professional Service that the Professional Services were performed with a reasonable level of care and skill and the requirements of the Agreement and the Order. If Client reports a material non-conformity within five (5) days of discovery, TrueComp will correct the non-conformity at no additional charge. If TrueComp is unable to correct the material non-conformity within thirty (30) days from said notice, Client may terminate the applicable Order and receive a pro-rata refund of prepaid fees. This Section 7.1 sets forth Client's exclusive warranties and remedies (and TrueComp's sole liability) in connection with the non-performance or non-conformity of the Services.

7.2 **Third-Party Items.** Certain commercial third-party software products, hardware products, and services ("Third-Party Items") are contained in or used to deliver the Software Service. Client accepts these Third-Party Supplier Terms by using the Software Service. Third-Party Items are provided to Client "AS IS" and TrueComp makes no warranties and will have no liability for Third-Party Items whatsoever.

7.3 **No Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TRUECOMP MAKES NO OTHER WARRANTY OF ANY KIND RELATED TO THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRUECOMP DOES NOT WARRANT THAT ANY SERVICES WILL MEET CLIENT'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR ERROR. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. INDEMNIFICATION

8.1 **By TrueComp.** TrueComp will defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Software Services infringes or misappropriates such third party's intellectual property rights, and will indemnify Client from any damages, attorney fees, and costs

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finally awarded against Client as a result of such claim. The foregoing obligations do not apply with respect to portions or components of the Services (a) not supplied by TrueComp, (b) made in whole or in part in accordance with Client's specifications, (c) that are modified after delivery by TrueComp, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Client's use of the Service is not strictly in accordance with this Agreement.

8.2 **By Client.** Client will defend TrueComp against any claim, demand, suit, or proceeding made or brought against TrueComp by a third party alleging that Client Data infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify TrueComp from any damages, attorney fees, and costs finally awarded against TrueComp as a result of such claim.

9. CONFIDENTIALITY, DATA SECURITY, AND PROPRIETARY RIGHTS

9.1 **Confidential Information.** Each party agrees to protect the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like kind, but in no event less than reasonable care.

9.2 **Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party to the extent compelled by law to do so, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

9.3 **Data Security and Privacy.** TrueComp shall maintain a comprehensive information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, confidentiality, and integrity of Client Data. Such safeguards shall include, but not be limited to, encryption of Client Data in transit and at rest. In the event of any unauthorized access to or disclosure of Client Data ("Security Breach"), TrueComp shall notify Client within seventy-two (72) hours of becoming aware of such Security Breach and shall comply with all applicable data privacy laws and regulations.

9.4 **Proprietary Rights.** Client owns and retains ownership of the Client Data and all intellectual property rights related thereto. TrueComp owns and retains ownership of: (a) the Software Services, and all improvements, enhancements or modifications made or suggested by any party; (b) the Usage Data, and any feedback or suggestions provided by Client or Authorized Users regarding the Services; (c) any software, applications, inventions or other technology developed by TrueComp in connection with providing the Services hereunder and (d) all intellectual property rights related to the foregoing.

10. TERM AND TERMINATION

10.1 **Term.** This Agreement commences on the Effective Date and will continue for an initial term of twelve (12) months unless a different Subscription Term is specified in the Order, in which case such Subscription Term shall apply. This Agreement shall automatically renew for additional terms of twelve (12) months unless a party provides notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then current term.

10.2 **Termination for Cause.** A party may terminate this Agreement for cause (a) upon 30 days written notice to the other party of a breach of any terms of this Agreement if such breach remains uncured at the expiration of such period except that any payment breach must be cured within ten (10) days from its original due date, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

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10.3 **Effect of Termination.** Upon termination, Client shall cease all use of the Software Services, and TrueComp shall cease providing the Services. Client will pay for all Services provided up to the effective date of termination.

10.4 **Survival.** Any provisions of this Agreement or Order that must survive in order to be operable, or that are necessary to interpret the parties' rights and obligations, will survive expiration or termination of this Agreement.

11. MISCELLANEOUS

11.1 **Assignment.** Client may not assign or license any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of TrueComp (not to be unreasonably withheld). TrueComp may assign this agreement upon written notice to Client.

11.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11.3 **Publicity.** TrueComp may use Client's name and logo in its marketing materials and customer lists, provided that Client, as a government entity, may be subject to additional restrictions under applicable public records laws and shall not be required to approve any press release that conflicts with such obligations.

11.4 **Entire Agreement.** This Agreement and the Order constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any inconsistency between this Agreement and the Order, the terms of this Agreement shall control.

11.5 **Amendment.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

11.6 **Limitations.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ORDER TO THE CONTRARY NEITHER TRUECOMP NOR ITS AFFILIATES, REPRESENTATIVES AND SUPPLIERS, WILL BE LIABLE TO CLIENT UNDER THIS AGREEMENT FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF TRUECOMP KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE TYPE OF ACTION OR THEORY OF LIABILITY. TOTAL LIABILITY. TRUECOMP'S AGGREGATE LIABILITY FOR ANY BREACH OR OTHER CLAIM UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CLIENT TO TRUECOMP DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

11.7 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

11.9 **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing to the addresses set forth on the first page of this Agreement; or (c) the first business day after sending by email to the email addresses set forth on the signature page of this Agreement with a confirmation receipt that such email was delivered to the recipient.

11.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

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11.11 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11.12 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by acts of God, government restrictions, war, terrorism, pandemics, or other causes beyond reasonable control and without the fault or negligence of the party experiencing such delay.

11.13 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

TrueCor

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Schedule A
Order Form

Customer Name: Napa County	**Subscription Start Date:** 07/01/2026
Billing Address: 1195 Third Street, Napa, CA 94559	**Subscription End Date:** 06/30/2029
Billing Email: rachel.caldwell@countyofnapa.org	**Term:** 36 months
PO:	**Account Executive:** Tony Hsu
Payment Terms: Net 30	**Offer Valid Until:** 06/30/2026

Software Services:

Quantity	Description	Commercial List Price	Customer Price
1	3 Year Subscription for TrueComp Labor Costing Software	$90,000/yr	Year 1: $20,607.94 Year 2: $31,030.40 Year 3: $35,000

Additional Terms:

Prices shown above are subject to adjustment in accordance with the Agreement.

Prices shown above do not include any applicable taxes. Any such taxes are the Client's responsibility. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by Client on this Order Form.

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Napa County		GovInvest, Inc. d.b.a TrueComp	
Name		**Name**	Harold Westervelt
Title		**Title**	Chief Executive Officer
Signature		**Signature**	Signed by: Harold Westervelt 757B00A91C44465...
Date		**Date**	7/3/2026

APPROVED AS TO FORM
Office of County Counsel
By: Rachel Ross
Date: 07-02-26

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date:_____

Processed by:_____

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By:_____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1425

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Rescind and Replace Resolution No. 2026-75

RECOMMENDATION

Adopt a Resolution to rescind and replace Resolution No. 2026-75, adopted June 23, 2026, to correct Exhibit "A," which deleted the incorrect classification of Mental Health Worker Aide. (No Fiscal Impact; Discretionary)

BACKGROUND

On June 23, 2026, the Board adopted Resolution No. 2026-75, which included Exhibit "A." Exhibit "A" of the original Resolution amended the Table and Index of Classes by deleting the Mental Health Worker Aide and adding the Certified Peer Support Specialist with the Mental Health Worker Aide salary grade. If approved, this request will rescind and replace the prior Resolution to amend the Table and Index of Classes by deleting the Mental Health Worker I and adding the Certified Peer Support Specialist with the Mental Health Worker I salary grade which is what the County and SEIU met and conferred on. The correction is reflected in Exhibit "A-1" of this Resolution.

Requested Action:

Adopt a Resolution to rescind and replace Resolution No. 2026-75, to correct Exhibit "A" to Exhibit "A-1," effective June 20, 2026.

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.

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 2026-75; AND REPLACING IT WITH EXHIBIT "A-1" ATTACHED HERETO EFFECTIVE JUNE 20, 2026

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, section 2.100.270 of the Napa County Code provides that the "Table and Index" may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, on June 23, 2026, the Board of Supervisors approved Resolution No. 2026-75 which deleted the incorrect classification of Mental Health Worker Aide; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classifications in Exhibit "A" of Resolution No. 2026-75 be rescinded and replaced with Exhibit "A-1."

NOW, THEREFORE, BE IT RESOLVED, that effective June 20, 2026, the Napa County Board of Supervisors hereby rescinds Exhibit "A" to Resolution No. 2026-75 and hereby approves the changes to the Table and Index of Classifications as set forth in Exhibit "A-1."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: July 14, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A-1

Chief Human Resources Officer requests approval of the following actions, effective June 20, 2026:

1. Amend the Table and Index of Classes, as follows:

    a. Add:

        i. Certified Peer Support Specialist (CPSE 200)
        $39.26 - $46.76 (approximate hourly rate)*

        ii. Sheriff's Cadet (CPSE 434)
        $24.50 - $24.50 (approximate hourly rate)*

        iii. Web & Digital Media Specialist (CCON 271)
        $53.57 - $64.05 (approximate hourly rate)*

    b. Delete:

        i. Mental Health Worker I (CPSE 200)
        $39.26 - $46.76 (approximate hourly rate)*

        ii. Web Support Analyst I (CPSE 240)
        $46.76 - $55.72 (approximate hourly rate)*

        iii. Web Support Analyst II (CPSE 271)
        $53.57 - $64.05 (approximate hourly rate)*

        iv. Web Support Analyst II (CCON 271)
        $53.57 - $64.05 (approximate hourly rate)*

2. Amend Part I: Section 37C-4 of the Napa County Policy Manual, Management Compensation Plan – Confidential, by deleting Web Support Analyst II from and adding Web & Digital Media Specialist to the list of classes in Attachment 1, Part A.

*Rate includes 3.5% COLA effective June 20, 2026

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1344

TO: Housing Authority Commissioners

FROM: Emma Moyer, Interim Executive Director

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: California Human Development Corporation Agreement No. 270072B (NCHA)

RECOMMENDATION

Approve and authorize Agreement No. 270072B (NCHA) with California Human Development Corporation for a maximum amount of $1,210,913 for the term July 1, 2026, through June 30, 2027, for day-to-day operational onsite management of the three Napa County farmworker centers known as the River Ranch, Mondavi, and Calistoga Centers. (Fiscal Impact: $1,210,913 expense; Napa County Housing Authority Fund, Budgeted, Discretionary)

BACKGROUND

California Human Development Corporation (CHDC) is a 501(c)(3) organization that specializes in working with the farmworker population. CHDC has provided onsite management services for the three county-owned farmworker centers (Centers) for 18 years. This agreement ensures lodgers at each of the Napa County operated Farmworker Centers have access to three meals per day (Monday - Saturday) and safe and welcoming affordable housing three-hundred and thirty (330) days per calendar year (statutory maximum). As the property management and services contractor, CHDC's scope of work includes daily grounds inspections, rent collection, preventative maintenance, custodian services, safety inspections, marketing, meal provision and service coordination. The proposed contract includes an increase from prior fiscal year of 5%, reflecting operational increases primarily driven by increases in salaries, fringe benefits, and maintenance supplies.

CHDC will operate to provide 56,430 available bed nights for farm workers across the three centers). The opening and closing schedule is:

Calistoga: Open: 07/01/26 Close: 11/29/26 Reopen: 01/03/27

Mondavi: Open 07/01/26 Close: 11/22/26 Reopen: 12/27/26

River Ranch: Open 07/01/26 Close: 12/27/25 Reopen: 01/31/27

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 to homes and family outside of the Napa Valley. County staff continue marketing efforts in collaboration with CHDC to obtain a 95% occupancy rate to maximize revenues and meet State regulatory requirements. Historically, the centers average above 90% occupancy 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 Napa Farmworker Center Alliance (Cinco de Mayo, Inc.), 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 lodgers.

Requested Action: Approve and authorize Agreement No. 270072B (NCHA) with California Human Development for a maximum amount of $1,210,913 for the term July 1, 2026, through June 30, 2027.

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. 270072B (NCHA)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July , 2026, ("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 (a) 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, 2027, 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, TWO HUNDRED AND TEN THOUSAND, NINE HUNDRED THIRTEEN ($1,210,913) 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 2751 Napa Valley Corporate Dr. Bld. B Napa, CA 94558	California Human Development 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, CEO

California Human Development Corporation, a California Corporation

By _____
DAN WALKER, CFO

NAPA COUNTY HOUSING AUTHORITY,
a Public Housing Authority

By_____
AMBER MANFREE, Chair of the Board of Commissioners

APPROVED AS TO FORM
BY NAPA COUNTY COUNSEL

By: *Corey S. Utsurogi*
Date: 6/18/26

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 farm labor 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, 2026 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:

Location	Open	Close	Reopen
River Ranch Center	07/01/2026	12/27/2026	01/31/2027
Calistoga Center	07/01/2026	11/29/2026	01/03/2027
Mondavi Center	07/01/2026	11/22/2026	12/27/2027

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 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 11 months plus scheduled overtime and holiday pay.

4. All Centers - Administration/Maintenance:

    Housing Director – 30% 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 budget and the AUTHORITY'S food, janitorial, and household expense budgets; providing thorough monthly reports to the Housing Commission.

    b. Staff Accountant – 15% for 12 months, to provide monthly statements 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.

b. Maintenance Manager – 30% 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, and 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.

3. CONTRACTOR and AUTHORITY shall each designate one individual to serve as their authorized point of contact for purposes of communication, coordination, and decision-making. As of the Effective Date of this Agreement, CONTRACTOR shall designate their Housing Director and AUTHORITY shall designate their Project Manager as authorized points of contact. Each party shall promptly notify the other in writing of any changes to their designated point of contact. Such notice shall be provided no later than three (3) business days following the change, or sooner where practicable. Notification shall include the updated contact's name, title, and relevant contact information. It shall be the responsibility of designated authorized points of

contact to disseminate information within each agency related to, but not limited to, the following:

a. Routine Operations — day-to-day coordination of services, maintenance requests, and scheduling;

b. Financial Matters — invoicing, rent collection reporting, expenditure approvals, and budget reconciliation;

c. Lodger relations — complaints, lodger agreement matters, incident reports, and resident communications;

d. Compliance and Regulatory Matters — inspections, audit responses, policy updates, and legal notices;

e. Emergency Communications — urgent matters requiring immediate response, including property damage, safety incidents, or health-related emergencies.

4. Mutual Notification Obligation: Each party shall provide reasonable advance written notice to the other party prior to any planned site visit by personnel who are not employed by or directly affiliated with the AUTHORITY or CONTRACTOR. This includes, but is not limited to, third-party maintenance service providers, vendors, inspectors, consultants, contractors, regulatory representatives and any other outside personnel whose presence on the property may affect operations, or resident safety. Such notice shall be provided no less than 72 hours prior to the scheduled visit and include the name(s) of the visitors, the purpose of site visit, the anticipated date and time, area(s) of the property expected to be accessed. In circumstances where a third-party site visit is necessitated by an emergency or unforeseen condition that does not allow advance notice, the notifying party shall inform the other party as soon as reasonably practicable.

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. 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 2026/2027 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 2026/2027 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 – November 2025

    f. Petty Cash –October 2007

I. Compliance with AUTHORITY Bed Bug Policy and Procedure

CONTRACTOR shall comply with the adopted AUTHORITY Bed Bug Policy and Procedure and any future amendments or addendums to the Bed Bug Policy. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Bed Bug Policy and Procedures so that CONTRACTOR may remain compliant with these requirements.

J. 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.

3. AUTHORITY and CONTRACTOR agree to meet within thirty (30) days following Effective Date of agreement or sooner, to collaborate on streamlining invoice

processing by identifying, reducing, or eliminating unnecessary paperwork related to invoice supporting documentation.

K. 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.

L. 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.

M. Reporting Requirements: CONTRACTOR shall assist AUTHORITY in meeting its State reporting obligations.

N. 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.

O. 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.

2. CONTRACTOR shall comply with adopted AUTHORITY Capital Improvement Policy and Procedure. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Capital Improvement Policy and Procedure so that CONTRACTOR may remain compliant.

P. 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.

Q. 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 B-1.

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-1
Agreement No.
270072B (NCHA)

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
BUDGET - COMPARISON

DESCRIPTION		FY 2026 - 2027	FY 2025 - 2026 Current Year	Change	% of Change
REVENUE					
Resident Rental Revenue		$ 1,072,170.00	$ 1,015,740.00	$ 56,430.00	6%
Food Service Revenue Offset		$ -		$ -	0%
Staff Rental Revenue		37,800.00	35,280.00	2,520.00	
TOTAL REVENUE		$ 1,109,970.00	$ 1,051,020.00	$ 58,950.00	6%
EXPENSES	##				
SALARIES & WAGES					
Housing Division Director		$ 32,742.00	$ 19,410.00	$ 13,332.00	69%
Staff Accountant - Direct		$ 12,606.00		$ 12,606.00	100%
Administrative Assistant		55,518.00	51,868.00	3,650.00	7%
Maintenance Manager		24,798.00	30,893.00	(6,095.00)	-20%
Mondavi On-Site Manager		75,676.00	70,699.00	4,977.00	7%
On Site Managers Calistoga/River Ranch		151,352.00	141,398.00	9,954.00	7%
Cook		173,313.00	158,930.00	14,383.00	9%
Custodian		164,073.00	150,360.00	13,713.00	9%
TOTAL SALARIES & WAGES		$ 690,078.00	$ 623,558.00	$ 66,520.00	11%
FRINGE BENEFITS & EMPLOYER PR TAXES		$ 258,775.00	$ 264,272.00	$ (5,497.00)	-2%
TOTAL PERSONNEL EXPENSE		$ 948,853.00	$ 887,830.00	$ 61,023.00	7%
OPERATING EXPENSE					
Communication		$ 5,568.00	$ 5,616.00	$ (48.00)	-1%
Contract Services - Equipment		3,103.00	6,504.00	(3,401.00)	-52%
Contract Services - Maintenance		20,487.00	22,350.00	(1,863.00)	-8%
Information Technology		20,615.00	27,701.00	(7,086.00)	-26%
Insurance		8,530.00	11,114.00	(2,584.00)	-23%
Other Expenses - See Detail		13,953.00	14,345.00	(392.00)	-3%
Food Services		-	-	-	100%
Supplies - Maintenance		20,000.00	15,001.00	4,999.00	33%
Supplies - Office		2,000.00	2,000.00	-	0%
Training & Certification		627.00	600.00	27.00	4%
Travel		9,232.00	9,180.00	52.00	1%
TOTAL OPERATING EXPENSE		$ 104,115.00	$ 114,411.00	$ (10,296.00)	-9%
TOTAL DIRECT EXPENSES		$ 1,052,968.00	$ 1,002,241.00	$ 50,727.00	5%
TOTAL INDIRECT EXPENSE		$ 157,945.00	$ 150,336.00	$ 7,609.00	5%
TOTAL		$ 1,210,913.00	$ 1,152,577.00	$ 58,336.00	5.1%

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
BUDGET - SITE DETAIL

DESCRIPTION	Calistoga Budget	Mondavi Budget	River Ranch Budget	FY 2026 - 2027 Budget
REVENUE				
Resident Rental Revenue	$ 357,390.00	$ 357,390.00	$ 357,390.00	**$ 1,072,170.00**
Food Service Revenue Offset	$ -	$ -	$ -	**$ -**
Staff Rental Revenue	10,800.00	10,800.00	16,200.00	**37,800.00**
TOTAL REVENUE	**$ 368,190.00**	**$ 368,190.00**	**$ 373,590.00**	**$ 1,109,970.00**
EXPENSES				
SALARIES & WAGES				
Housing Division Director	10,914.00	10,914.00	10,914.00	**32,742.00**
Staff Accountant - Direct	4,202.00	4,202.00	4,202.00	**12,606.00**
Administrative Assistant	18,504.00	18,504.00	18,510.00	**55,518.00**
Maintenance Manager	8,266.00	8,266.00	8,266.00	**24,798.00**
Regional On-Site Manager	75,676.00	-	-	**75,676.00**
On-Site Manager	-	75,676.00	$75,676	**151,352.00**
Cook	58,050.00	56,888.00	58,375.00	**173,313.00**
Custodian	55,074.00	55,635.00	53,364.00	**164,073.00**
TOTAL SALARIES & WAGES	**$ 230,686.00**	**$ 230,085.00**	**$ 229,307.00**	**$ 690,078.00**
FRINGE BENEFITS & EMPLOYER PR TAXES	**$ 92,832.00**	**$ 77,532.00**	**$ 88,411.00**	**$ 258,775.00**
TOTAL PERSONNEL EXPENSE	**$ 323,518.00**	**$ 307,617.00**	**$ 317,718.00**	**$ 948,853.00**
OPERATING EXPENSE				
Communication	$ 1,856.00	$ 1,856.00	$ 1,856.00	**$ 5,568.00**
Contract Services - Equipment	1,034.00	1,034.00	1,035.00	**3,103.00**
Contract Services - Maintenance	6,712.52	6,820.16	6,954.32	**20,487.00**
Information Technology	5,980.00	7,316.00	7,319.00	**20,615.00**
Insurance	2,843.00	2,843.00	2,844.00	**8,530.00**
Other Expenses - See Detail	4,646.00	4,647.00	4,660.00	**13,953.00**
Food Services	-	-	-	**-**
Supplies - Janitorial	-	-	-	**-**
Supplies - Kitchen	-	-	-	**-**
Supplies - Maintenance	6,666.00	6,666.00	6,668.00	**20,000.00**
Supplies - Office	667.00	667.00	666.00	**2,000.00**
Training & Certification	175.00	276.00	176.00	**627.00**
Travel	3,548.00	2,899.00	2,785.00	**9,232.00**
TOTAL OPERATING EXPENSE	**$ 34,127.52**	**$ 35,024.16**	**$ 34,963.32**	**$ 104,115.00**
TOTAL DIRECT EXPENSES	**$ 357,645.52**	**$ 342,641.16**	**$ 352,681.32**	**$ 1,052,968.00**
TOTAL INDIRECT EXPENSE	**$ 53,647.00**	**$ 51,396.00**	**$ 52,902.00**	**$ 157,945.00**
TOTAL	**$ 411,292.52**	**$ 394,037.16**	**$ 405,583.32**	**$ 1,210,913.00**

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule A
Revenue

REVENUE $1,109,970

Revenue						$ 1,109,970.00
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**	1,072,170.00
Calistoga		19.00	18,810.00	33.33%	357,390.00	
Mondavi		19.00	18,810.00	33.33%	357,390.00	
River Ranch		19.00	18,810.00	33.34%	357,390.00	
	0.15					
		Total Bed Nights:	56,430.00	100.00%		
Food Service - Revenue Offset	0.00					-
Calistoga				33.33%	-	
Mondavi				33.33%	-	
River Ranch				33.34%	-	
				100.00%		
Staff Rental Revenue			**Estimated**			
Site	**Description**	**# of units**	**# of months**	**Monthly Rent**	**Total Revenue**	37,800.00
Calistoga	Revenue determined by number	1.00	12.00	450.00	5,400.00	
Calistoga	of utilized rental units multiplied	1.00	12.00	450.00	5,400.00	
Mondavi	by $450 per month.	1.00	12.00	450.00	5,400.00	
Mondavi		1.00	12.00	450.00	5,400.00	
River Ranch		1.00	12.00	450.00	5,400.00	
River Ranch		1.00	12.00	450.00	5,400.00	
River Ranch		1.00	12.00	450.00	5,400.00	
0	0 0					

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule B
Salaries Wages

Salaries & Wages	Wage Increase (not including Cooks/Custodians)	5%	Wage Increase Cooks/Custodians	6%										TOTAL - NCHA
							0.05	0.06						$
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	
Housing Division Director					07/01/26 - 06/30/27	N/A	$49.97	$52.47	$4,197.48	26.00				$109,135	30%	$32,742
Staff Accountant - Direct					07/01/26 - 06/30/27	N/A	$38.48	$40.40	$3,232.32	26.00				$84,041	15%	$12,606
Administrative Assistant					07/01/26 - 06/30/27	N/A	$25.42	$26.69	$1,708.22	26.00				$55,517	100%	$55,518
Regional Maintenance Manager					07/01/26 - 06/30/27	N/A	$37.85	$39.74	$3,179.40	26.00				$82,664	30%	$24,798
On-Site Manager (Calistoga)		Center operations, start up & close down	235	days	07/01/26 - 06/30/27	N/A	$34.65	$36.38	$2,910.60	20.00				$58,212		
		Non-Working Holiday Pay	2	days										$0		
		Vacation							$2,910.60	6.00				$17,464		
		Sunday	48	days										$0		
Subtotal:			285	days						26.00	pay periods			$75,676	100%	$75,676
On-Site Manager (Mondavi)		Center operations, start up & close down	233	days	07/01/26 - 06/30/27	N/A	$34.65	$36.38	$2,910.60	20.00				$58,212		
		Non-Working Holiday Pay	-	days										$0		
		Vacation							$2,910.60	6.00				$17,464		
		Sunday	48	days										$0		
Subtotal:			281	days						26.00	pay periods			$75,676	100%	$75,676
On-Site Manager (River Ranch)		Center operations, start up & close down	235	days	07/01/26 - 06/30/27	N/A	$34.65	$36.38	$2,910.60	20.00				$58,212		
		Non-Working Holiday Pay	1	days										$0		
		Vacation							$2,910.60	6.00				$17,464		
		Sunday	48	days										$0		
Subtotal:			284	days						26.00	pay periods			$75,676	100%	$75,676
Cook (Calistoga)		Center operations, start up & close down	226	days	07/01/26 - 11/29/26 -- 1/3/27 - 06/30/27	N/A	$19.95	$21.15			226.00	8.00	1,808.00	$38,239		
		Center operations-overtime	48	days				$31.73			48.00	8.00	384.00	$12,184		
		Center operations-holiday pay	10	days				$42.30			10.00	8.00	80.00	$3,384		
		Non-Working Holiday Pay	3	days				$21.15			3.00	8.00	24.00	$508		
		Vacation Pay						$21.15			22.00	8.00	176.61	$3,735		
Subtotal:			287	days							309.00	days	2,472.61	$58,050	100%	$58,050
Cook (Mondavi)		Center operations, start up & close down	227	days	07/01/26 - 11/22/26 -- 12/27/26 - 06/30/27	N/A	$19.96	$21.16			227.00	8.00	1,816.00	$38,427		
		Center operations-overtime	47	days				$31.74			47.00	8.00	376.00	$11,934		
		Center operations-holiday pay	9	days				$42.32			9.00	8.00	72.00	$3,047		
		Non-Working Holiday Pay	4	days				$21.16			4.00	8.00	32.00	$677		
		Vacation Pay						$21.16			17.00	8.00	132.46	$2,803		
Subtotal:			287	days							304.00	days	2,428.46	$56,888	100%	$56,888
Cook (River Ranch)		Center operations, start up & close down	226	days	07/01/26 - 12/27/26 -- 1/31/27 - 06/30/27	N/A	$19.95	$21.15			226.00	8.00	1,808.00	$38,239		
		Center operations-overtime	48	days				$31.73			48.00	8.00	384.00	$12,184		
		Center operations-holiday pay	12	days				$42.30			12.00	8.00	96.00	$4,061		
		Non-Working Holiday Pay	1	days				$21.15			1.00	8.00	8.00	$169		
		Vacation Pay						$21.15			22.00	8.00	176.00	$3,722		

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule B
Salaries Wages

Salaries & Wages	Wage Increase (not including Cooks/Custodians)	5%	Wage Increase Cooks/Custodians	6%											TOTAL - NCHA
							0.05	0.06							$
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	
Subtotal:			287	days							309.00	days	2,472.00	$58,375	100%	$58,375
Custodian (Calistoga)		Center operations, start up & close down	231	days	07/01/26 - 11/29/26 -- 1/3/27 - 06/30/27	N/A	$18.93	$20.07			231.00	8.00	1,848.00	$37,089		
		Center operations-overtime	48	days			18.93	$30.11			48.00	8.00	384.00	$11,562		
		Center operations-holiday pay	10	days				$40.14			10.00	8.00	80.00	$3,211		
		Non-Working Holiday Pay	3	days				$20.07			3.00	8.00	24.00	$482		
		Vacation Pay						$20.07			17.00	8.00	136.00	$2,730		
~~($42,000) No Cost Allocation FTE~~																
Subtotal:			292	days							309.00	days	2,472.00	$55,074	100%	$55,074
Custodian (Mondavi)		Center operations, start up & close down	230	days	07/01/26 - 11/22/26 -- 12/27/26 - 06/30/27	N/A	$18.93	$20.07			230.00	8.00	1,840.00	$36,929		
		Center operations-overtime	47	days				$30.11			47.00	8.00	376.00	$11,321		
		Center operations-holiday pay	11	days				$40.14			11.00	8.00	88.00	$3,532		
		Non-Working Holiday Pay	2	days				$20.07			2.00	8.00	16.00	$321		
		Vacation Pay						$20.07			22.00	8.00	176.00	$3,532		
Subtotal:			290	days							312.00	days	2,496.00	$55,635	100%	$55,635
Custodian (River Ranch)		Center operations, start up & close down	230	days	07/01/26 - 12/27/26 -- 1/31/27 - 06/30/27	N/A	$18.29	$19.39			230.00	8.00	1,840.00	$35,678		
		Center operations-overtime	48	days				$29.09			48.00	8.00	384.00	$11,171		
		Center operations-holiday pay	12	days				$38.78			12.00	8.00	96.00	$3,723		
		Non-Working Holiday Pay	1	days				$19.39			1.00	8.00	8.00	$155		
		Vacation Pay						$19.39			17.00	8.00	136.00	$2,637		
Subtotal:			291	days							308.00	days	2,464.00	$53,364	100%	$53,364
														$895,772		$690,078
														$1,380,157		

WORKERS COMP	6010		35,585
GROUP INSURANCE	6020		164,181
403b Employer	6040		3,658
UI	6110		2,558
FICA	6120		42,789
FICA MED	6130		10,004
TOTAL FRINGE BENEFITS		$ 517,545	$ 258,775
TOTAL WAGES & FRINGE BENEFITS:		$1,413,317	$ 948,853

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Workers Comp Insurance

Workers Comp Insurance

POSITION		Total Scheduled Hours	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:			1.53	Risk Adjustment Rate:		-29.00%	$
Housing Division Director	Annual Wages		109,135.48							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$ 109,135.48	8740	2.0600%	3.1518%	2.2378%	$2,442.00	$2,442.00	$732
Staff Accountant - Direct	Annual Wages		$84,041							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$84,041	8810	0.4300%	0.6579%	0.4671%	$393.00	$393.00	$60
Administrative Assistant	15%		55,517.28							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$ 55,517.28	8810	0.4300%	0.6579%	0.4671%	$259.00	$259.00	$258
Regional Maintenance Manager	Annual Wages		82,664.40							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$ 82,664.40	9007	6.7400%	10.3122%	7.3217%	$6,052.00	$6,052.00	$1,815
On-Site Manager	Annual Wages		75,676.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages		$ 75,676.00	9011	6.9900%	10.6947%	7.5932%	$5,746.00	$5,746.00	$5,745
On-Site Manager	Annual Wages		75,676.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages		$ 75,676.00	9011	6.9900%	10.6947%	7.5932%	$5,746.00	$5,746.00	$5,746
On-Site Manager	Annual Wages		75,676.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	0	-	$ 75,676.00	9011	6.9900%	10.6947%	7.5932%	$5,746.00	$5,746.00	$5,746

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Workers Comp Insurance

Workers Comp Insurance

POSITION		Total Scheduled Hours	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:			1.53	Risk Adjustment Rate:		-29.00%	$
Cook	Workers Comp Wages		53,988.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 53,988.00	9083	4.5400%	6.9462%	4.9318%	$2,663.00	$2,663.00	$2,663
Cook	Workers Comp Wages		52,910.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 52,910.00	9083	4.5400%	6.9462%	4.9318%	$2,609.00	$2,609.00	$2,609
Cook	Workers Comp Wages		54,313.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 54,313.00	9083	4.5400%	6.9462%	4.9318%	$2,679.00	$2,679.00	$2,679
Custodian	Workers Comp Wages		51,219.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 51,219.00	9083	4.5400%	6.9462%	4.9318%	$2,526.00	$2,526.00	$2,526
Custodian	Workers Comp Wages		51,860.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 51,860.00	9083	4.5400%	6.9462%	4.9318%	$2,558.00	$2,558.00	$2,558
Custodian	Workers Comp Wages		49,639.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 49,639.00	9083	4.5400%	6.9462%	4.9318%	$2,448.00	$2,448.00	$2,448
			$ 872,315						**$41,867**	**$35,585**

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	15.00%	Kaiser HRA	15.00%	Kaiser HMO	15.00%		Dental	7.00%					$
								Vision	7.00%		Other	0.00%					
Housing Division Director		-		-		-	87		-		-		87	-	-	87	$27
Staff Accountant - Direct		-		-		8,802	87		126		-		9,015	-	-	9,015	$1,353
Administrative Assistant		12,746		-		-	87		445		-		13,278	-	-	13,278	# 13,280
Regional Maintenance Manager		12,746		-		-	128		764		-		13,638	-	-	13,638	$4,092
											-		-				
On-Site Manager		-		-		22,006	187		1,096		-		23,289	-	-	23,289	$23,289
On-Site Manager		12,746		-		-	87		445		-		13,278	-	-	13,278	$13,278
On-Site Manager	15%	22,305		-		-	126		724		-		23,155	-	-	23,155	$23,155
											-		-				
Cook		-		-		22,006	187		278		-		22,471	-	-	22,471	$22,471
Cook		12,746		-		-	126		445		-		13,317	-	-	13,317	$13,317
Cook		12,746		-		-	187		1,096		-		14,029	-	-	14,029	$14,029
											-		-				
Custodian		-		-		8,802	87		445		-		9,334	-	-	9,334	$9,334
Custodian		12,746		-		-	87		445		-		13,278	-	-	13,278	$13,278
Custodian		12,746		-		-	87		445		-		13,278	-	-	13,278	$13,278
		$111,527	$0	$0	$0	$61,616	$1,550	$0	$6,754	$0	$0	$0	$181,447	$0	$0	$181,447	$164,181

Total Employer: $181,447

FYE 6-30-2026 Actual Employer Costs:

Housing Division Director	Gabby			-	-		82		-	-	-	-	82			82	
Staff Accountant - Direct	Mike					7,654	82		118				7,854			7,854	
Administrative Assistant	Taryn	11,083					82		416		-	-	11,581			11,581	
Regional Maintenance Manager	Jose	11,083					120		714	-	-	-	11,917			11,917	
	0	-									-		-			-	
											-					-	
On-Site Manager	Erwin		-			19,136	174	-	1,025		-		20,335			20,335	
On-Site Manager	Maria C	11,083	-				82	-	416	-	-		11,581			11,581	
On-Site Manager	Jose S	19,395	-				118	-	677	-	-		20,190			20,190	
											-					-	
Cook	August	-	-			19,136	174	-	260	-	-		19,570			19,570	
Cook	Estwar	11,083	-				118		416		-		11,617			11,617	
Cook	Hugo	11,083					174		1,025		-		12,282			12,282	
											-					-	
Custodian	Leticia					7,654	82		416		-		8,152			8,152	
Custodian	Sierra	11,083					82		416	-	-		11,581			11,581	
Custodian	Maria	11,083					82		416		-		11,581			11,581	
		96,978	-	-	-	53,580	1,450	-	6,313	-	-	-	158,321	-	-	158,321	
		111,524	-	-	-	61,617	1,552	-	6,755	-	-	-				181,448	
		$3	$0	$0	$0	($1)	($2)	$0	($1)	$0	$0						
																$23,126	

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - 403(b) Retirement Plan

403(b) Plan		DOH	As of 12-31-2026	Employee 403b % or $	Employee Annual 403(b) Contribution 3%	Factor	Employer Match	Anniversary Contribution	Total Employer 403(b) Contribution	NCHA - TOTALS
POSITION	NAME				3.00%					$
Housing Division Director	Valencia, Gabriela	5/23/2005	21 years	3%	$3,274.06	25.00%	$818.52	$300.00	$1,118.52	$336
Staff Accountant - Direct	Whitt, Mike	1/22/2024	2 years	3%	$2,521.24	7.00%	$176.49	$0.00	$176.49	$27
Administrative Assistant	Skott, Taryn	9/15/2025	1 year	3%	$1,665.52	5.00%	$83.28		$83.28	$84
Regional Maintenance Manager	Lopez, Jose	3/7/2011	15 years	3%	$2,479.93	20.00%	$495.99	$250.00	$745.99	$225
On-Site Manager	Montoya, Erwin	6/1/2023	3 years	3%	$2,270.28	7.00%	$158.92		$158.92	$159
On-Site Manager	Cervantes, Maria	9/1/2024	2 year	3%	$2,270.28	7.00%	$158.92		$158.92	$159
On-Site Manager	Servin Cervantes, Jose	15%	6 years	$2,600	$2,600.00	15.00%	$390.00	$150.00	$540.00	$540
Cook	Lopez, Agustin	12/31/2015	11 years	3%	$1,741.50	20.00%	$348.30	$200.00	$548.30	$548
Cook	Cervantes Rubio, Estwar	8/1/2023	3 years	3%	$1,706.64	7.00%	$119.46		$119.46	$119
Cook	Munoz, Hugo	2/14/2011	15 years	3%	$1,751.25	20.00%	$350.25	$250.00	$600.25	$600
Custodian	Munoz, Leticia	2/14/2022	4 years	3%	$1,652.22	10.00%	$165.22		$165.22	$165
Custodian	Sierra, Martin	2/6/2009	17 years	3%	$1,669.05	20.00%	$333.81	$250.00	$583.81	$584
Custodian	Leon, Maria	6/21/2023	3 years	3%	$1,600.92	7.00%	$112.06		$112.06	$112
					$27,203			$1,400	$5,111	$3,658

	$3,658
Rounding	$0

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	
39 plus	35%	$7,000	

0 0 0

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

OPERATING EXPENSES $104,115

Communication $5,568

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	0.15	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 @ 30%		14.00		-
Calistoga		33.33%	4.67	12	56
Mondavi		33.33%	4.67	12	56
River Ranch		33.34%	4.67	12	56
	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

(No charge Director or Staff Accountant)

Contract Services - Equipment - Oversight: $3,103

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
($99,300 /32) One Copier/Printer		258.59		
Calistoga	33.33%	86.19	12	1,034
Mondavi	33.33%	86.19	12	1,034
River Ranch	33.34%	86.21	12	1,035

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) No Cost Allocation FYE 6-30-2027		-		
Calistoga	33.33%	-	12	-
Mondavi	33.33%	-	12	-
River Ranch	33.34%	-	12	-

Contract Services - Maintenance $20,487

Maintenance - Contract Services includes expense for contracting for repair and/or service for kitchen, 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		1,200.00	1	1,200
Mondavi	Annual maintenance of oven hood system	1,200.00	1	1,200
River Ranch		1,200.00	1	1,200

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

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;	-	12	-
Mondavi		-	12	-
River Ranch		-	12	-
Calistoga	Additional Trash Services at Site close down.	-	1	-
Mondavi		-	1	-
River Ranch		-	1	-
Calistoga	Repair & maintenance of water systems	-	3	-
Mondavi		-	3	-
River Ranch		-	3	-
Calistoga	Pest Control	417.74	12	5,013
Mondavi		426.68	12	5,120
River Ranch		437.86	12	5,254

Information Technology - Oversight $20,615

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: $5,898

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	Microsoft Office 365 ($12,489/127*10)	983.00		
Calistoga			33.33%	328
Mondavi	A subscription service providing Users with up-to-date Microsoft applications (Outlook, Word, Excel, PPT, OneDrive, SharePoint & Teams)		33.33%	328
River Ranch			33.34%	328
	Microsoft Azure ($46,524/127*10)	3,663.00		
Calistoga			33.33%	1,221
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%	1,221
River Ranch			33.34%	1,222
	Adobe Acrobat Pro ($1,774/127*10)	140.00		
Calistoga			33.33%	47
Mondavi	Software utilized to view, create, manipulate, print and manage PDF files, including e-signature		33.33%	47
River Ranch			33.34%	47
	Accufund ($11,453 * 9.68% FTE)	1,109.00		
Calistoga	Accounting software utilized to record and track revenue and expenses for CHD's programs & contracts		33.33%	369
Mondavi			33.33%	370
River Ranch			33.34%	370

Web Hosting: $0

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	WP Engine ($1,150) No Cost Allocation FY 26/27	-		
Calistoga			33.33%	-
Mondavi	CHD domain hosting for website; application allowes Users to access CHD's website		33.33%	-
River Ranch			33.34%	-
		-		

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Network Management Services:		Estimated			$12,047
Site	Description	Annual Cost	Site Allocation	Total Cost	
	Medicus IT Monitoring Managed Services ($153,000\127*10)	12,047.00			
Calistoga			33.33%	4,015	
Mondavi	Services coupled with a Network Operations		33.33%	4,015	
River Ranch	Center to monitor CHD's network infrastructures, systems, user devices proactively, resolve issues and perform work		33.34%	4,017	
					$0

Other IT Expenses		Estimated			$2,670
Site	Description	Annual Cost	Site Allocation	Total Cost	
	Valley Internet (108*12*2*1.03)	2,670.00			
Calistoga	Internet service -75 Mbps down / 15 Mbps up ($108			-	
Mondavi	per mo.* 1.03 for Mondavi/River Ranch)		50.00%	1,335	
River Ranch			50.00%	1,335	

Insurance - Oversight: ($108,329/127*10) — $8,530

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	8,530.00	33.33%	2,843
Mondavi	8,530.00	33.33%	2,843
River Ranch	8,530.00	33.34%	2,844

Other Expenses - Detailed — $13,953

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:($42,525 *5%)		2,126.00		
Calistoga		33.33%	709.00	1	709
Mondavi		33.33%	709.00	1	709
River Ranch		33.34%	708.00	1	708
	Payroll fees - ($29,167\127*10)		191.38		
Calistoga		33.33%	63.79	12	765
Mondavi		33.33%	63.79	12	766
River Ranch		33.34%	63.81	12	766
	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

Food Services — $0

CHD is not performing Food Services

Site	100.00%	$0.00	
Calistoga	33.33%		$0
Mondavi	33.33%		$0
River Ranch	33.33%		$0

Supplies - Maintenance - Direct — $20,000

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		20,000.00	
Calistoga		33.33%		6,666
Mondavi		33.33%		6,666
River Ranch		33.34%		6,668
	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 — $627

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 - River Ranch	100.00	1	100.00
Calistoga	Food handler certification	100.00	0	-
Mondavi	Food handler certification	100.00	0	-
River Ranch	Food handler certification	100.00	0	-

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	Knowledge City (Annual $6,688/127*10= $527.)	$527		
Calistoga			33.33%	175
Mondavi			33.33%	176
River Ranch	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.		33.34%	176

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Travel						$9,232
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						
Site	**Description**	**Site Allocation**	**# of miles**	**Mileage Rate**	**Total Travel**	
Calistoga	On-Site Manager:					
	45 round trips, 42 miles, Calistoga - Napa		1,890.00	0.7250	1,370	
			736.00	0.7250	534	
	46 round trip River, 16 miles, Ranch - Calistoga					
Mondavi	On-Site Manager:					
	45 round trips, 15 miles, Mondavi - Napa		675.00	0.7250	489	
			1,056.00	0.7250	766	
	48 round trips, 22 miles, Mondavi - River Ranch					
River Ranch	On-Site Manager:					
	45 round trips, 35 miles, River Ranch - Napa		1,575.00	0.7250	1,142	
All Sites	Regional Maintenance Manager @ 30%					
	40 round trips, 38 miles, Calistoga - River Ranch - Mondavi		1,520.00	0.7250		$1,102
Calistoga		33.33%			367	
Mondavi		33.33%			367	
River Ranch		33.34%			367	
All Sites	Housing Division Director @ 30%					
			4,650.00	0.7250		$3,371
	50 round trips, 93 miles, Yuba City - Calistoga					
Calistoga		33%			1,124	
Mondavi		33%			1,124	
River Ranch		33%			1,123	
All Sites	Admin Assistant/Fiscal Analyst					
	135 round trips, 4.7 miles, River Ranch - Wells Fargo, St. Helena		635.00	0.7250		$460
Calistoga		33%			153	
Mondavi		33%			153	
River Ranch		33%			153	

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule E
Indirect Expense

INDIRECT EXPENSE	$157,945

Indirect	$157,945

Indirect costs, as defined by the US Office of Management and Budget, Labor, are those that have been incurred by CHD for common or joint objectives and cannont be readily identified with a particular final cost objective. CHD utilizes a De Minimis Indirect Cost Rate of 15% times applicable Total Direct Costs. This rate is applied to all CHD's program's direct costs consistently to collect for CHD indirect costs.

0.15

Site	Direct Expenses	Indirect Rate	Total Indirect Expense
Calistoga	357,645.52	15.000%	53,647
Mondavi	342,641.16	15.000%	51,396
River Ranch	352,681.32	15.000%	52,902

CHD Full Time Equivalents

EE Category	Count	%	FTE
Regular Full-Time	94	100%	94
Regular Part-Time	1	50%	0.5
Temporary Full-Time	1	100%	1
Temporary Part-Time	3	50%	1.5
WEX Part-Time	28	50%	14
CHD Totals	127		111

Napa Category	Count	%	FTE
Housing Division Director	1	30%	0.3
Staff Accountant - Direct	1	15%	0.15
Administrative Assistant	1	100%	1
Regional Maintenance Manager	1	30%	0.3
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	13		10.75

% Napa FTE to Total CHD FTE 9.68%

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1417

TO: Housing Authority Commissioners

FROM: Emma Moyer, Interim Executive Director

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: Low-Income Weatherization Program Intent to Proceed Form

RECOMMENDATION

Approve and authorize Low-Income Weatherization Program Intent to Proceed Form. (No Fiscal Impact; Discretionary)

BACKGROUND

The Low-Income Weatherization Program (LIWP) is funded by the California Department of Community Services and Development and administered by the Association for Energy Affordability (AEA). LIWP serves low-income households with solar photovoltaic systems and access energy efficiency upgrades at no cost to residents. The program reduces greenhouse gas emissions and household energy costs by saving energy and generating clean renewable power.

In 2025, the Housing Authority (Authority) signed LIWP covenants for each of the three county-owned farmworker centers (Centers) as a condition LIWP program. Since approving the covenants, AEA provided no cost technical assistance and conducted a site visit of the River Ranch Farmworker Center to explore the addition of central air conditioning to all buildings including dorm units, and is actively working with staff from the Department of Housing & Community Services, which oversees the Centers, to reserve potential funding for eligible air conditioning equipment.

To demonstrate that the Authority is earnest about proceeding with LIWP, the Intent to Proceed Form (Form) must be signed and returned to AEA staff. Terms of the Form include the Authority agreeing to an energy audit at the River Ranch Center for 12 to 24 months, granting AEA access to buildings for purposes of energy audit, installing energy improvements that equate to at least 15% energy savings above existing conditions, and maintaining housing affordability for ten-years (66% of households at or below 80% Area Median Income).

Requested action: Approve and authorize Intent to Proceed Form to participate in the Low-Income Weatherization Program at the River Ranch Farmworker Center.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Signing the Intent to Proceed Form will ensure that the River Center is enrolled and ready to access LIWP funding as it becomes available.
Is the general fund affected?	No
Future fiscal impact:	Reduced utility expenses via energy efficient upgrades.
Consequences if not approved:	No financial incentives for energy efficient upgrades.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project defined by 14 California Code of Regulations 1538 (State CEQA Guidelines) and therefore CEQA is not applicable.

OWNER INTENT TO PROCEED FORM

PARTICIPANT INFORMATION

Property Name	River Ranch Farmworker Center
Property Street Address	1109 Silverado Trail South
Property City, State, Zip	St. Helena, CA 94574
Property Owner Company	County of Napa
Primary Contact Name	Alex Carrasco
Primary Contact Company	County of Napa
Primary Contact Phone and Email	707-299-1352

BENCHMARKING

Benchmarking allows the Low Income Weatherization Program for Multifamily Properties (LIWP-MF) to monitor existing conditions, energy efficiency upgrades, and renewable energy generation for the duration of the program. As a LIWP-MF Participant, your property will be required to provide utility data to the program through the WegoWise and/or Utility API platforms to track pre- and post-retrofit energy consumption trends. This service will be provided free of charge by the LIWP Program as part of program enrollment. If your property already has an existing WegoWise account, please indicate below, and you may proceed to the next section of the Intent to Proceed Form.

Does your property have an existing WegoWise account? ☐ Yes ■ No

If you do not have an existing WegoWise account, please proceed to the following link and complete the form to provide LIWP access to your existing utility data. Please be sure to provide access to all utility accounts for the property: https://utilityapi.com/authorize/aea_data

In addition to providing access to your utility data, please provide your most recent utility bill for all owner-paid utility accounts associated with the property. This will assist the program in confirming that the correct utility data has been accessed.

If you have already benchmarked your property for local compliance, or have your utility data already configured, within ENERGY STAR Portfolio Manager (ESPM), you can share this data with the LIWP Program. If data is shared in this manner, you must confirm that all meters at the property are included and that you are providing AEA "Full Access" within ESPM. Please inform your Technical Assistant when you have sent a connection request in ESPM to ensure the connection is accepted. Instructions on how to share your data with the LIWP Program can be found in the Energy Star Portfolio Manager Sharing Instructions on our Resources Page.

⬓ *Yes, I have attached recent copies of bills for each owner-paid utility account at this property*

⬓ *Yes, I have completed this step to share my utility data with the LIWP Program*

Please confirm whether the property address listed above is the only address associated with your utility meters:

⬓ *Yes, the property's utility meters are only associated with this address.*

☐ *No, there are additional addresses that are associated with this property's utility meters. I understand that I will need to provide supplemental information including these additional addresses to my assigned technical analyst in order to proceed.*

REQUIRED IN-UNIT MEASURES

All LIWP-MF program participants must install the following in-unit measures as part of the scope of work to meet minimum program requirements. If the residences already comply with the specifications listed below or are not applicable, no additional work is required.

- Low flow kitchen aerators (less than or equal to 1.8 gpm at 60 psi)
- Low flow bathroom aerators (less than or equal to 1.2 gpm at 60 psi)
- Low flow showerheads (less than or equal to 1.8 gpm at 80 psi)
- Replace all incandescent and halogen bulbs with LED equivalent
- Replace any refrigerator that was manufactured on or before 1999 and is rated for 750 kWh annual consumption or more
- Duct sealing:
    - Where ducts or plenums are accessible, seal seams and connections with mastic
    - Seal supply boots to drywall with caulk
- Comply with program combustion safety requirements (see section 20)

INTENT TO PROCEED

The purpose of the intent to proceed form is for the Participant to demonstrate that they are earnest about proceeding with the Program. If the Participant cancels or removes their project from the Program prior to incentive reservation, the Program reserves the right to require a good faith deposit from owners prior to performing any subsequent technical assistance at any of their properties.

If unforeseen complexities of Participant's project cause the Participant to withdraw from participation in the Program, Participant will notify the Program in writing as soon as possible. In these circumstances, it may, at the Program's discretion, be required for the Participant to submit a good faith deposit for subsequent applications to the Low Income Weatherization Program. This will help cover program costs associated with performing site visits and other technical assistance should future applications be withdrawn from the program.

By signing below, Participant acknowledges the statement above and agrees to use best efforts to proceed with Participant's participation and installation of energy efficiency and renewable energy measures in the Low Income Weatherization Program (the Program). By signing this document, the Participant hereby accepts the Terms and Conditions. Participant agrees to provide the LIWP Technical Assistance Provider (TA) with on-site access to conduct an energy audit and will work with the TA Provider to provide access to a sampling of dwelling units, common areas, and mechanical rooms, as requested for Participant's project. Within 15 calendar days from the receipt of the Program-provided energy audit report, Participant agrees to conduct a follow up call or meeting with Program representatives to discuss the upgrade opportunities. Following such a call, Participant agrees to proceed in good faith to develop and finalize a program-eligible scope of work and proceed with the incentive reservation form, indicating which measures Participant intends to install at the property.

OWNER INTENT TO PROCEED FORM

By signing below, I authorize the Association for Energy Affordability, Inc. (AEA) to create a WegoWise account and give authorization through Utility API if the property does not yet have an existing account, or to access an existing account.

By signing below, I authorize the Program to access my building's energy usage and generation data for common area meters, aggregated tenant data, and solar PV systems as described in Section 22 of the Eligibility Requirements and Other Terms and Conditions.

Amber Manfree	Board Chair
Participant Printed Name	Participant Title
Napa County Housing Authority	
Participant Organization	
Participant Signature	Date

Approved as to form:
Napa County Counsel
Date: 7/6/2026

By: */S/ Corey S. Utsurogi*
Corey S. Utsurogi, Deputy

ELIGIBILITY REQUIREMENTS AND OTHER TERMS AND CONDITIONS

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(a) "Agreement" means, collectively, Energy Efficiency Incentive Reservation & Participation Agreement Form and these Terms and Conditions.
(b) "Assessment" means a Program-approved whole building energy audit performed by the Program-approved Service Provider.
(c) "Building" means a multifamily residence or a homeless shelter.
(d) "Combustion Appliance" means an appliance that burns combustible fuel for heating, cooking, or decorative purposes including, without limitation, space heaters, ranges, ovens, stoves, furnaces, water heaters, and clothes dryers.
(e) "Combustion Appliance Safety" or "CAS" means the test procedure for use in the Program.
(f) "Disadvantaged Communities" means census tracts throughout California that have been designated and scored by the California Environmental Protection Agency as being at or above the 75th percentile using the methodology in CalEnviroScreen 4.0 for ranking communities burdened by environmental and socioeconomic issues.
(g) "Field Quality Control Inspector" "Field QC" means an individual instructed by Program Approved Service Provider or CSD to perform an on-site inspection of the completed SOW by qualified Contractor, verifying the proper installation of the Upgrade(s), accuracy of the test-out data and CAS results, and remediation of CAS issues or other corrective actions identified.
(h) "Participant" means the Owner or Property Manager of a Building.
(i) "Program" means the California Department of Community Services and Development (CSD) Low Income Weatherization Program – Multifamily (LIWP-MF).
(j) "Project" means the Upgrade(s) to be installed as set forth in the SOW.
(k) "Scope of Work" (SOW) refers to the work plan for the Project and describes the nature and scope of the services, the Upgrades to be installed, completion dates and other pertinent information regarding the Project. The SOW is included in the Participation Agreement/Incentive Reservation form.
(l) "Service Provider" refers to the business entity engaged by CSD to administer, implement and market the Program.
(m) "Upgrade" shall have the meaning set forth below in Section 3.

2. ELIGIBILITY: The Program offers energy surveys, technical assistance, and financial incentives for efficiency and solar measures to Participants of multi-family residences. Incentives are available to Participants for the purchase and installation of energy efficiency measures and PV systems at the location where the qualifying project is to be installed. Properties must meet affordability requirement of at least 66% of households at or below 80% of Area Median Income. Eligibility requirements are subject to change.

3. QUALIFYING PROJECTS AND MEASURES: Qualifying LIWP projects include electric or gas energy efficiency measures identified as eligible for incentives by the LIWP Implementer based on an energy survey of the building. Qualifying projects do not include any electric or gas energy efficiency measures or energy efficiency equipment or services purchased, contracted for, or installed prior to signing the Program's intent to proceed form. Properties must install energy improvements that equate to at least 15% energy savings above existing conditions to receive Program incentives. Project-specific waivers may be granted to waive this requirement at the discretion of the Program. Program incentives plus additional leveraged funds may not exceed the actual cost of the Scope of Work. If Program incentives plus additional leveraged funds exceed the actual cost of project, the Program incentives will be reduced accordingly. Program Rules are subject to change which may affect eligible measure types and incentive levels.

4. OWNER APPLICATION/PARTICIPATION AGREEMENT: By signing the Incentive Reservation & Participation Agreement Form, Participant authorizes the Service Provider to access the building's energy usage for the previous 12-24 months, monitor energy usage post-retrofit, and to enter this building for the purposes of conducting an energy survey of the building's common area and individual apartment units, inspecting installed measures and evaluating the performance of installed measures. Additionally, by signing the Incentive Reservation & Participation Agreement Form, the Participant agrees to provide their consent to share their project information with the Program and its authorized third-party representative. By signing the Incentive Reservation & Participation Agreement Form, the Participant also agrees to maintain affordability for this property for a minimum of ten years post-retrofit, per the terms of the Affordability Covenant, and authorizes the Service Provider to notify residents about the Affordability Covenant.

5. INCENTIVE AMOUNTS: The estimated amount of funding for which qualifying projects are eligible is set forth in the Incentive Reservation and Participation Agreement provided to the Participant and signed by the Participant. This estimate is based on current program rules and is subject to change based on updates to program rules for future funding allocations. Variances in work scope details or program changes that occur after the Incentive Reservation and Participation Agreement has been signed may result in a decrease in the final incentive amount. Final incentive amounts will be provided based on the formal approval of incentive reservation and participation agreement, submission of a completed Statement of Completion by the Participant with all required documentation, and a post-construction verification of the upgrade measures.

6. PARTICIPANT WORK AUTHORIZATION AND PROJECT WORK PLAN: Service Provider will meet with the Participant to discuss individual building objectives, provide information on alternatives, discuss process and create a work plan and schedule. The Participant may select one or more contractors so long as they cooperate with the quality assurance and quality control provisions of the Program. Service Provider may monitor the required installation services.

7. IMPLEMENTATION OF WORK AND PAYMENT OF INCENTIVES: Service Provider will need to see that the project remains on track and know when the project is close to completion in order to schedule the free verification site visits, which are required before the incentive can be claimed. Due to the high demand for this Program, projects must show continuous progress toward completion. Projects that do not show

progress toward meeting project milestones, including but not limited to procuring permits and moving forward with construction (or are inactive for over 30 days), may lose incentive reservation position unless an exception is granted in writing by the Program. Projects may rejoin the reservation queue if this happens, subject to availability of funding. If complexities of the project require more time, the Participant must notify Service Provider in writing with a proposed schedule and request an exception. Upon completion, Service Provider will schedule and conduct a post-installation inspection to ensure satisfactory measure installation. When Service Provider confirms that installation of a specific measure is satisfactorily completed, all required documentation is collected from the Participant, and Participant is in compliance with all the Terms and Conditions, the Program will arrange for payment of the incentive for that measure to the Participant.

8. PROCUREMENT: Participants may work with any contractor(s) they choose, provided that they meet the contractor requirements listed under section 17. To avoid excessively high costs, Service Provider may review bids from all contractors performing work under the Program. If total costs for performing Program work scope fall within 10% of Program incentives, Program requires participants to submit documentation that at least 2 bids were received on the 3 highest cost measures to show cost justification and reasonableness.

9. PARTICIPANT INFORMATION: Participant agrees that the Program may provide Participant information including Participant name, account number, electric, gas, and/or water consumption data and electric, gas, and/or water savings to a third party evaluation contractor selected by CSD for program evaluation purposes. The evaluation contractor will keep Participant information confidential. Participant information may also be provided to CSD.

10. TAX LIABILITY and CREDITS: The Program is not responsible for any taxes which may be imposed on the Participant as a result of measures installed under this program.

11. DISPUTES: Participants are encouraged to contact the Service Provider if any problems or concerns arise, at LIWPinfo@aeacleanenergy.org. Additionally, complaints regarding customer service may be directed to CSD at LIWP.LMF@csd.ca.gov. The Program will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.

12. PROGRAM CHANGES: The Program reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. The Program will honor all written commitments made in Scope of Work provided to Participants prior to the date of any change but after formal Incentive Reservation, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work. The Program reserves the right to adjust estimated incentive and savings levels shown in the Provisional Reservation according to Program changes made after Provisional Reservation approval but prior to formal Incentive Reservation and Participation Agreement approval.

13. PROGRAM EXPIRATION: This Program will expire upon the earliest to occur: (i) June 1, 2026 (ii) when funds are depleted, or (iii) when the Program is terminated.

14. NO WARRANTY: The Program makes no representations or warranties, expressed or implied, and does not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this Program will result in energy cost savings. The savings projections will be used solely to qualify the project and to calculate the Program incentive.

The Program does not guarantee that the project will realize the exact savings projected. Any recommendations made by the Program, if implemented by the Participant, should not be construed as an assurance or warranty of energy consumption, energy use savings or reduced building operating costs or of the continuing safety, performance or cost-effectiveness of any equipment, product, system, facility, procedure, or policy discussed or recommended by the Program. The Participant acknowledges that any changes in energy costs that may be experienced by Participant will be affected by fuel prices, weather patterns, occupant behavior, maintenance activities and additional factors.

15. PARTICIPANT'S INDEPENDENT JUDGEMENT AND RESPONSIBILITY: Participant is responsible for design and implementation of the Project. The Program's review of the design, construction, operation or maintenance of the Project, energy efficiency measures, does not constitute a representation of any kind regarding the Project Measures, including their economic or technical feasibility, operational capability, or reliability. The Participant is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Project and measures. The Program is not responsible for, and shall not be liable for injury to or death of, any person or damage to any property (including the Building) in connection with the Program. In no event will the Program be liable for any incidental, special or consequential damages. Participation in this Program is voluntary and there is no obligation to purchase any specific product or service. In order to receive an incentive through the Program, products must meet minimum performance standards.

16. INDEMNIFICATION: The Participant shall protect, indemnify, defend, and hold harmless the Program (including California Department of Community Services and Development and all Service Providers) from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Parties resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Participant under this section shall survive any expiration or termination of this Agreement.

17. CONTRACTOR AND PROJECT PERMIT REQUIREMENTS: It is the Participant's responsibility to ensure that their installation contractors meet the following requirements: Contractors installing the work in the Approved Scope must hold and maintain 1) Appropriate contractors' licenses required by the State of California Contractor's License Board to perform the class and type of work required, 2) General Liability and Worker's Compensation Insurance, and 3) a Business License if required in the jurisdiction where work is to be performed. The Participant must also ensure that its contractor requires any and all subcontractors meet the same requirements. The Participant must certify the improvement and installation has complied with all applicable permitting requirements. Proof of permit closure is required for all central air conditioning and heat pumps (including AHUs, split, and packaged units), and their related fans.

18. INSTALLATION AND EQUIPMENT REQUIREMENTS: All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. Additionally, work performed pursuant to this Program must be overseen by a Service Provider identified by the Program. The Participant or any Contractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations. Eligible energy efficiency improvements must be compliant with the minimum performance specifications provided by the Program. Any losses of equipment are not the responsibility of the Program and the Program will only provide incentives for the costs associated with the newly installed equipment.

19. WORKFORCE DEVELOPMENT REQUIREMENTS: The project must adhere to the workforce development (WFD) requirements as required by the Program. The Participant and Installation Contractor(s) must submit all required WFD documentation at the completion of the project.

20. COMBUSTION SAFETY REQUIREMENTS: If, during the course of the Assessment of the Project or Building(s), and/or performing and verifying the installed measures, Service Provider or Participating Contractor encounter or detect the presence of natural gas or other hazardous materials (collectively, the "Hazardous Condition") at, in and/or near a Combustion Appliance, the local Gas Utility may shut off gas service in tenant units or common areas until the Hazardous Condition is remediated by Participant at Participant's sole cost and expense. Participant and its Participating Contractor will be required to promptly stop any further work on the Project (if underway at the time the Hazardous Condition is detected). The Gas Utility or its designated representative will investigate for the presence of the Hazardous Condition and inform the Participant Service Provider and Participating Contractor of the results of the evaluation of the Hazardous Condition. Participant, Participating Contractor or representative will not resume any work on the Project until the Hazardous Condition has been removed, disposed of, abated or remediated in compliance with all applicable laws, rules, and regulations and to the Gas Utility's reasonable satisfaction.

21. HEALTH AND SAFETY: The Participant accepts the responsibility that the property is compliant with all health and safety standards (including law requiring installation of CO alarms). The Participant must certify that all combustion safety related required repair actions identified during the post-installation site visit have been addressed in accordance with the Program's Combustion Safety Protocols in the Service Delivery Plan, and take responsibility and future liability for all hazards identified during the pre- and post-installation site visits. The Program will not be liable for damage to occupants or other parties as a result of products or equipment installed by the Participant's contractors as part of participating in the Program.

22. INCENTIVE TABLE: The following are the LIWP-MF PV incentive amounts. Program Rules are subject to change which may affect eligible measure types and incentive levels.

LIWP PV Incentive Structure					
Leverage Types			**LIWP Incentive $/W-DC**		
ITC	LIHTC *(4% only, 9% contact AEA)*	**Owner Meter PV Systems**	**Tenant Meter PV Systems**		**Homeless**
			VNM	**Direct Meter**	
Yes	Yes	0.6	1.8	2.1	1.8
Yes	No	1.2	2.5	2.8	2.5
No	No	1.5	3.5	3.9	3.5
No	Yes	1.2	2.8	3.2	2.8

**Properties in publicly owned utility jurisdictions with utility PV rebates that are readily available at time of reservation will be assumed to be utilizing those rebates and have their LIWP incentives adjusted accordingly by AEA.*

For systems >100kW, the per W incentives will be stepped down based on system size (see below)

All for-profit ownership structures, and those receiving a PPA financed PV system will receive incentive rates assuming ITC will be taken. LIHTC projects will receive incentive rates assuming both the ITC and LIHTC will be taken for the PV system. Those projects unable to pursue ITC and/or LIHTC may submit justification documentation to their LIWP Technical Analyst for review and approval to waive this requirement.

For incentivized systems larger than 100kW, a bracket system with incentive adjustment factors will be implemented to account for larger systems that will have improved economies of scale. The table below details these incentive adjustment factors.

kW-DC	Incentive Adjustment Factor
≤100	100%
101-300	80%
301-500	60%
≥501	40%

In this table, the first 100kW of the PV system is eligible for the full incentive amount that was identified in the LIWP PV incentive table. The next 200kW of the PV system is eligible for 80% of the incentive rate, etc. For example, let's assume a project is eligible for a base incentive of $1.00/W, as identified in the LIWP PV incentive table. Assuming that the PV system is 545kW, the incentive would be calculated as such:

100 kW x 1.00W = $100,000
+ 200kw x ($1.00/W*.8) = $160,000
+ 200kw x ($1.00/W*.6) = $120,000
+ 45kw x ($1.00/W*.4) = $18,000
Total LIWP Incentive = $398,000

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1354

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building and Environmental Services

REPORT BY: Sean Trippi - Supervising Planner

SUBJECT: FCS International, Inc. Professional Services Agreement

RECOMMENDATION

Approve and authorize Agreement No. 260347B with FCS International, Inc. dba FirstCarbon Solutions for a maximum compensation of $159,460 and a term through June 30, 2027 to conduct an Environmental Impact Report, in accordance with the California Environmental Quality Act, for the proposed E & P Technology Way - Buildings A & B. (Fiscal Impact: $159,460; General Fund; Budgeted; Discretionary)

BACKGROUND

On August 30, 2022, Dennis Paulley, E & P Properties, Inc. ("Applicant"), filed Use Permit Applications to construct an approximately 143,312 square foot winery (P22-00307-UP) and an approximately 66,915 square foot speculative warehouse/distribution building (P22-00308-UP). The winery is proposed on a 13.2-acre property, and the speculative warehouse/distribution building is proposed on two lots totaling 6.87 acres which would be combined prior to construction. The project sites are located between Technology Way and Sheehy Creek, east of Morris Court within the boundaries of the Napa Valley Business Park Specific Plan in unincorporated Napa County, California. (Assessor's Parcel No. 057-250-030, -031 & -032)

On November 19, 2024, a lengthy comment letter was submitted on behalf of the Napa-Solano Residents for Responsible Development, represented by Tara C. Renifo of Adams, Broadwell, Joseph & Cardozo. The letter raised concerns about the adequacy of the proposed environmental document. Comment letters were also received from the California Department of Fish and Wildlife, dated November 15, 2024, and Water Audit California, dated November 19, 2024. On November 20, 2024, the Planning Commission held a public hearing. After considering the public comments received, the item was continued to a date uncertain to allow the applicant and staff time to address questions and concerns raised in the comment letters.

A second Planning Commission hearing was scheduled for December 3, 2025. Additional comments were

submitted by Adams, Broadwell, Joseph & Cardozo. Subsequently, the item was dropped from the agenda and the Applicant, in consultation with staff, elected to have an Environmental Impact Report ("EIR") prepared for the proposed project.

Approval of this Agreement will allow the County to retain FCS, an environmental consulting firm, for purposes of assisting the County in preparing an EIR that will identify potential effects on the environment that could occur as a result of the project. In accordance with County policy, the Applicant will be responsible for funding the full contract amount plus costs related to staff management of the consultant. The Applicant will be required to submit a deposit in the amount of 20-percent of the contract dollar amount prior to FCS commencing preparation of the EIR.

The EIR process will include an updated CEQA initial study, the distribution of a Notice of Preparation (NOP) to nearby property owners, responsible agencies, and interested parties, and a publicly held scoping meeting. Release of the NOP is anticipated to occur later this year.

Requested Action:

Approve and authorize Agreement No. 260347B with FCS for a maximum of $159,460.00 (including optional tasks) for the term July 31, 2026, through June 30, 2027, with an automatic rollover at the end of each fiscal year for up to two (2) additional one-year terms, for purposes of conducting an environmental impact report (EIR), in accordance with the California Environmental Quality Act (CEQA), of the proposed Napa Valley Logistics Center project.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	17000-02, Applicant CEQA Reviews, includes appropriations based on average expenditures for consulting services over the year. Any requested adjustments due to a higher-than-average need for consulting services would be brought before the Board of Supervisors for authorization. The Applicant pays for the full cost of the contract, plus County staff costs associated with consultant management, in accordance with Section 104(c) of Napa County's Local Procedures for Implementing CEQA.
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	An agreement to conduct an EIR is needed in order to conduct the required analysis of the proposed project in accordance with CEQA. An EIR conducted by an independent third party will allow County decision-makers to make a fully informed decision about the possible environmental consequences of the proposed project.
Is the general fund affected?	Yes
Future fiscal impact:	Depending on the extent of public comment received during the Draft EIR comment period and project public hearings, administration of the Agreement could extend into future fiscal years, with potential automatic extensions through June 30, 2028. In the event that the agreement extends into future fiscal years, revenue and expenditures would be budgeted accordingly. Consultant and consultant management costs would continue to be the responsibility of the Applicant to fund.
Consequences if not approved:	The EIR will inform County decision-makers about the proposed project's potential effects on the environment. If the Agreement is not approved, the County would be unable to conduct the required analysis of the proposed project in accordance with CEQA, and County decision-makers would be unable to make a fully informed decision about the possible environmental consequences of their action to approve or to deny the requested use permit.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260347B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 28th day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and FCS International, Inc. dba FirstCarbon Solutions (FCS); whose address is 2999 Oak Road, Suite 250, Walnut Creek, California, 94597, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services to assist the COUNTY with preparation of an Environmental Impact Report (EIR) for a proposed project, submitted by Dennis Pauley, E&P Properties, Inc. ("Project Applicant"), to construct an approximately 143,312 square foot winery and an approximately 66,915 square foot speculative warehouse/distribution building located between Technology Way and Sheehy creek, east of Morris Court, in unincorporated Napa County.

B. The Planning Director selected Consultant in consultation with Project Applicant pursuant to Section 104 of Napa County Local CEQA Guidelines.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and

expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire two (2) year(s) after the Effective Date unless terminated earlier in accordance with this Article

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule as 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 One Hundred Fifty-Nine Thousand Four Hundred Sixty Dollars ($159,460.00) 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. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Director of Planning, Building and Environmental Services who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such

withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Brian D. Bordona, Director	FCS INTERNATIONAL, INC.
Planning, Building & Environmental	2999 Oak Road, Suite 250
Services Department	Walnut Creek, CA 94597
195 Third Street, Suite 210	Attn: Jason Brandman
Napa, CA 94559	

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 [RESERVED]
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

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

Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

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

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this

Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

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

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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

FCS INTERNATIONAL INC, DBA (FIRST CARBON SOLUTIONS)

By _____

C. PATRICK SCHULTZ,

Chief Operating Officer

By _____

JASON BRANDMAN,

Senior Vice President

NAPA COUNTY, a political subdivision of the State of California

By _____

AMBER MANFREE, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Chris R.Y. Apallas* Deputy County Counsel Date: March 12, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide assistance to the County with the preparation of an Environmental Impact Report for a proposed project submitted by Dennis Pauley, E & P Properties, Inc., in accordance with Consultant's proposal dated January 23, 2026, which is hereby incorporated into this Exhibit by reference.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal, which is hereby incorporated into this Scope of Services by reference.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated January 23, 2026, which is hereby incorporated into this Exhibit by reference.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS ($1,000,000) 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.

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250 Commerce, Suite 210
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Northern California
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firstcarbonsolutions.com

January 23, 2026

Sean Trippi
County of Napa
Planning, Building, and Environmental Services Department
1195 Third Street, Suite 210
Napa, CA 94559

Subject: E&P Technology Way Limited Scope Environmental Impact Report in the County of Napa, California

Dear Mr. Trippi:

We understand Napa County (County) is seeking assistance to prepare an Environmental Impact Report (EIR) and associated technical studies for the E&P Technology Way Project (proposed project).

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), has more than 43 years of experience in preparing a full range of California Environmental Quality Act (CEQA) environmental review documents, including EIRs and Mitigation Monitoring and Reporting Programs (MMRPs) to support various development projects throughout the Bay Area and the state as a whole.

To that end, FCS is uniquely qualified to provide the County's requested services, as we were most recently contracted to prepare technical studies and Initial Study/Mitigated Negative Declaration (IS/MND) Response to Comments (RTC) Memorandum for the proposed project. Additionally, FCS has direct experience in the local area and has prepared other similar documents for projects throughout the County. Local examples of these projects include the ***SDG Commerce 220 Distribution Center Project EIR, Giovannoni Logistic Project EIR, Napa Airport Commerce Cener EIR,*** and the ***Napa Logistics Center EIR*** in the City of American Canyon, to name a few.

As a consultant of the County, we are committed to responding to your project needs in a timely and cost-effective manner. Should you have any questions regarding this Scope of Work (Scope), please contact me at 925.200.1656 or jbrandman@fcs-intl.com.

We look forward to continuing our successful working relationship with you on this important project.

Sincerely,

FirstCarbon Solutions

Jason Brandman, Senior Vice President/Directors

FCS

Proposed Scope of Services

Project Understanding

The proposed project is located within the Napa Valley Business Park Specific Plan area and the project site consists of three Assessor's Parcel Numbers (APNs): Building A is proposed on a 13.2-acre parcel on the north side of Technology Way and Morris Court (APN 057-250-030) and Building B is proposed on a 6.87-acre project site on the north side of Technology Way, opposite Gateway Road West (APNs 057-250-031 and -032 to be combined). Building A will be a 143,312-square-foot wine production facility with an annual capacity of 450,000 gallons. Key components include grape crushing, bulk wine processing and storage, stainless steel tank and barrel storage, bottling operations, and office space. A 13,000-square-foot covered outdoor work area will be situated on the north side of the building, and the site will provide 129 parking spaces plus eight semi-trailer spaces. Access will be via three new driveways: one on Technology Way and two on Morris Court, with truck circulation designed as a one-way loop. The facility will operate year-round for wine storage and bottling, with seasonal employment increasing during harvest. Water and wastewater systems will accommodate all production processes, and no retail sales or public access are proposed.

Building B will consist of a 66,915-square-foot warehouse designed for distribution and accessory office uses, consistent with Industrial Park zoning and the Napa Valley Business Park Specific Plan. The building will feature truck loading docks, roll-up doors, and circulation via a one-way loop with entry and exit points on Technology Way. Up to 30 employees will operate the facility, which will not include retail sales or public access. Both buildings will share similar architectural elements, including site-cast tilt-up concrete panels with textured coatings, storefront glazing, and painted steel canopies, with color schemes of white, green, and gray. Fire protection will be provided through sprinkler systems, water service will come from the City of American Canyon, and sewer service will be provided by the Napa Sanitation District.

Scope of Work

The County prepared an IS/MND for the proposed project that was released for public review between October 19, 2024, through November 20, 2024. During public review, comment letters were received from the California Department of Fish and Wildlife (CDFW) and Adams Broadwell on behalf of the Napa-Solano Residents for Responsible Development (NSRRD). Following conclusion of the review period, FCS assisted the County with preparation of the RTC. The project was scheduled for Planning Commission on December 3rd, 2025, but received a series of letters including from David Graves, a private individual, Adams Broadwell on behalf the NSSRRD and Water Audit of California, prior to the hearing and was removed from consideration. The comment letters received primarily focused on concerns regarding Air Quality, Biological Resources, Greenhouse Gas (GHG) Emissions, Energy, and Transportation.

Accordingly, FCS recommends preparation of a Limited Scope EIR to expand upon the conclusions of the IS/MND, as discussed below.

Task 1: Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the County to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference).

The intent of the kick-off meeting is to clarify and confirm the details of the Scope and schedule, obtain copies of relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., applicant, civil engineering design team, and general contractor, if applicable). FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete CEQA analyses. A total of two hours have been assumed for computer-aided design data coordination and preparation.

Task 2: CEQA-compliant Project Description

FCS will review and update the project description included in the previous IS/MND. Using the information provided in that Project Description and obtained during project initiation, FCS will update the comprehensive Project Description per CEQA requirements for the County's review and approval. The Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System data.

The approved Project Description will form the basis for evaluating the proposed project in the EIR. The draft Project Description will be submitted to the County for review and approval prior to the development of the Administrative Draft EIR. It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft Project Description and a complete RFI to FCS within two weeks of submittal. FCS will revise the Project Description and provide it to the County within one week for final approval. Changes to the Project Description made after the County have issued their approval may require a Change Order and may extend the project schedule.

DELIVERABLE:

- Electronic copy (via email in Microsoft Word format and PDF) of the Project Description to the County.

Task 3: Technical Analyses

This task includes technical analyses performed by FCS to support the preparation of the EIR. This scope of work also assumes use of the transportation study prepared by W-Trans.

Subtask 3.1: Air Quality Assessment, Greenhouse Gas Emissions and Energy Assessment, and Health Risk Assessment

FCS will prepare an air quality, GHG emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate sections of the EIR with any relevant supporting technical data appended to the document.

Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and the Bay Area Air Quality Management District (Bay Area Air District) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from the Bay Area Air District's CEQA Air Quality Guidelines to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using the latest version of the California Emissions Estimator Model. The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area, and stationary and mobile sources. Mobile-source emissions will be based, in part, on the transportation analysis to be prepared for this project. Stationary sources, such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and methodologies from Bay Area Air District, California Air Resources Board (ARB), and/or the US Environmental Protection Agency.

Subtask 3.1.1: Health Risk Assessment

The Bay Area Air District suggests that impacts associated with toxic air contaminant (TAC) exposure should be addressed on a case-by-case basis, taking into consideration the specific construction-related characteristics of each project and proximity of sensitive receptors to sources of TACs. Although the proposed project is located within an industrial area and is not located near residential uses, the Bay Area Air District considers workers to be sensitive receptors. To comply with Bay Area Air District guidance and to proactively address any potential public comments on health risks, FCS recommends performing a Health Risk Assessment (HRA) to evaluate potential construction-related TAC impacts. The major TAC that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. The following tasks will be required for the HRA:

- Define what a sensitive receptor is and identify nearby sensitive receptors.
- Identify applicable federal, State, and Bay Area Air District rules and regulations.
- Identify health risk standards and acceptable cancer and acute and chronic non-cancer risk thresholds from diesel emissions that are detailed in the California Office of Environmental Health Hazard Assessment (OEHHA) HRA Guidelines.
- Obtain the on-site construction equipment DPM emissions rates that were calculated in the air quality analysis prepared for the proposed project.
- Obtain the daily construction truck trip estimates used in the air quality analysis and calculate off-site heavy-duty truck DPM emissions rates within 1,000 feet of the project site.

- Calculate the DPM concentrations at the nearby sensitive receptors associated with the on-site construction equipment and off-site truck emissions up to 1,000 feet from the project site using the emissions rates calculated in the previous steps and the methodology described in the OEHHA HRA Guidelines.

- Utilize the prior task's calculated toxic air emission levels to calculate the cancer risk and the chronic and acute non-cancer health impacts at the nearby residential uses from construction of the proposed project.

FCS assumes that an operational HRA **will not be warranted** to identify and quantify the potential cumulative health risks during project operations. However, in the process of evaluating operational air quality emissions, FCS will confirm whether potential operation emission levels would warrant an HRA. If an operational HRA is required, it would be accomplished as an additional service not included in this Scope. Alternatively, if an operational HRA is requested by the applicant, then one can be prepared by FCS according to the tasks outlined in *Subtask 3.1.1*.

Greenhouse Gas Emissions Analysis

FCS will quantify the proposed project's construction and operational GHG emissions using assumptions and methodologies consistent with those used in the air quality analysis. Estimated GHG emissions will be evaluated against appropriate cumulative significance thresholds established in the Bay Area Air District CEQA Guidelines.

Pursuant to CEQA Guidelines Appendix G, FCS will also evaluate the project's design and purpose in the context of consistency with applicable GHG emissions reduction plans, including any relevant Climate Action Plan. The GHG Emissions Analysis will also address the California Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG emissions impacts. Additional measures or design considerations will be proposed, as necessary, to reduce potential impacts to less-than-significant levels.

Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project. Specifically, the analysis will calculate on-site construction equipment fuel and electricity consumption; off-site construction vehicle fuel consumption; and project operation electricity, natural gas, and vehicle fuel consumption, as applicable. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

Data Needs and Assumptions

FCS will prepare and submit an RFI for the applicant to provide all necessary construction and operational parameters required for modeling. This Scope assumes that data collection can be completed within 10 staff hours and that project information is sufficiently stable to avoid repeated revisions to the collected data. If additional effort is needed to gather sufficient data for the modeling, an augmentation to this Scope may be

warranted. This analysis will be completed within six weeks of receipt of the RFI response, necessary traffic data, and the client-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope, it would be accomplished as an additional service not included in this Scope.

Subtask 3.2: Biological Resources Analysis

FCS will prepare an updated Biological Resources Memorandum based on the same project site boundary and site plan as shown in the 2024 Biological Resources Assessment prepared by FCS (2024 BRA) used to support the County's IS/MND. FCS will detail the results of the Biological Resources Memorandum in the Biological Resources section of the EIR, inclusive of existing site conditions, updated regulatory setting, impact analyses, and recommendations for mitigation.

Review of the 2024 BRA

A qualified FCS Biologist familiar with biological resources and regulations in the County will review the 2024 BRA and supporting reports (e.g., 2024 Bird Memorandum and 2023 Rare Plant Survey Memorandum) to identify content that may have been subject to change and will identify content and analysis that is expected by the County, resource agencies, and/or required in the CEQA Environmental Checklist.

Biological Survey and Habitat Mapping

Following review of the 2024 BRA and supporting reports, a qualified FCS Biologist will conduct a reconnaissance-level biological survey of the project site to identify to which extent the conditions related to regulated biological resources on the ground may have changed since previous surveys. Specifically, FCS will identify the project site's general biological resources, and document plant communities, incidental observations of wildlife and plant species, and regulated/protected aquatic resources. The general distribution of plant communities and land cover types will be mapped. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project site. Photos will be taken to document biological resources present on-site.

General locations of sensitive biological resources identified during the survey will be mapped with the aid of topographic maps, current aerial photographs, and sub-meter accurate handheld global positioning system units, if needed. Sensitive biological resources include any plants and animals considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, including but not limited to the CDFW and US Fish and Wildlife Service (USFWS), or recognized conservation organizations, such as the California Native Plant Society; sensitive communities; federally- or state-regulated wetlands; wildlife nursery sites; and movement corridors. (Note that this task does not include protocol-level or species-specific surveys such as a protocol-level rare plant survey, Swainson's hawk (*Buteo swainsoni*) detection surveys, tree surveys, or others. If it is determined that these surveys will be needed, FCS will be able to provide these services following a budget augment).

Preparation of a Biological Resources Memorandum

Following review and conducting surveys, FCS will replace any outdated content of the 2024 BRA (including all database search results and interpretation, regulatory background sections, and others), and will add content and analysis where necessary (including a CEQA Checklist-guided impact analysis, mitigation measures, and others).

Specifically, this task will include the following elements expected by the County as outlined in the 2016 *Guidelines for Preparing Biological Resources Reconnaissance Surveys*:

Existing information including maps, aerial photographs, documents, and correspondence relative to the project site will be reviewed and analyzed. Data to be reviewed for the project site includes, but is not limited to:

- Literature pertaining to habitat requirements of special-status species potentially occurring on the site;
- The CDFW lists of special-status plants and animals;
- California Natural Diversity Database, Information for Planning and Consultation tool, and California Native Plant Society Electronic Inventory information regarding special-status species potentially occurring on the project site or in the vicinity;
- The Federal Register listing package for each federally-listed endangered or threatened species and/or their Critical Habitat potentially occurring on the site;
- US Geological Service topographic maps and current aerial photos, the USFWS National Wetland Inventory, and other geospatial databases will be reviewed.

The results of the field survey and background research will be documented in a Memorandum, which will evaluate the potential of the project site to support sensitive biological resources; describe the existing biological conditions on-site; provide a list of special-status species considered in the assessment and their potential for occurrence; evaluate potential project-related impacts on sensitive biological resources; and recommend additional surveys and/or avoidance, minimization, and mitigation measures, if/as appropriate.

ASSUMPTIONS:

- Access and permission to enter the above-described project area must be granted to FCS in writing prior to field surveys.
- FCS is not responsible for delays due to conditions or circumstances outside of FCS control, such as (but not limited to) weather, site conditions (i.e., prohibited access, unsafe conditions, flooding), fire, etc.
- Direct costs associated with the tasks described above, including mileage for travel to the site, survey equipment, and postage, are included in identified fees.
- The impact analysis will be based on one set of plans provided by the applicant.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format and PDF) of the Draft BRA.
- Electronic copy (via email or Dropbox in PDF) of the BRA.

Task 4: Notice of Preparation and Scoping Meeting

FCS will prepare a Draft Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will identify the project location, provide a summary of the project characteristics, and list probable environmental effects, supported by tables and color graphics. FCS will submit the Draft NOP to the County. It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Draft NOP to FCS within two weeks of submittal. Once FCS receives these comments, FCS will complete revisions and prepare an NOP for public review. The previously prepared IS/MND will be attached as an appendix to the NOP to support the scope of review proposed for the Draft EIR. FCS will submit the NOP and accompanying Notice of Completion (NOC) to the State Clearinghouse (SCH) electronically. The County will be responsible for distributing the NOP to public agencies and private parties.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format) of the Draft NOP to the County.
- Electronic copy (via Dropbox in PDF) of the NOP to the County.
- Electronic copy (via CEQAnet) of the NOP and NOC to the SCH.

Public Scoping Meeting

Following release of the NOP, the County will hold a public scoping meeting, which FCS representatives will attend. During the meeting, FCS will monitor comments received, answer questions as directed by County staff, and, following the meeting, provide a summary of public comments regarding any environmental concerns raised. Input will be used to focus the issues to be addressed in the Draft EIR. The summary of verbal comments and the written comments letters will be appended to the Draft EIR. A summary of the verbal and written comments will be included in the Introduction section of the Draft EIR.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format) of the summary of public comments regarding environmental concerns to the County.

Task 5: Administrative Draft EIR

FCS will prepare the Administrative Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132 and will incorporate comments received on the NOP and the previously prepared IS/MND. Expanding upon the conclusions of the IS/MND, where applicable, the Administrative Draft EIR will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. Topics fully addressed by the previously prepared IS/MND will be briefly summarized but will not be addressed in a stand-alone topical discussion. The Administrative Draft EIR will include narrative text, tables, exhibits, and technical appendices. The anticipated contents of the Administrative Draft EIR are listed as follows:

- Executive Summary
- Introduction
- Project Description
- GHG Emissions
- Transportation
- Alternatives

- Environmental Impact Analysis
- Air Quality
- Biological Resources
- Energy
- Other CEQA Considerations
- Effects Found Not To Be Significant
- List of Preparers and Contributors
- Technical Appendices inclusive of the previously prepared IS/MND

Executive Summary

In accordance with CEQA Guidelines Section 15123, the Executive Summary will summarize the proposed project; list the environmental topics that are comprehensively addressed in the Draft EIR; list the project alternatives; identify potential areas of controversy; and provide a matrix listing environmental impacts, mitigation measures, and the residual significance of all impacts.

Introduction

The *Introduction* section will summarize the purpose and background of the proposed project, identify the lead agency, and describe the scope of the Draft EIR and the document's organization. The Introduction will also identify the environmental topics that have been scoped out and, thus, are not being re-evaluated in the Draft EIR.

Project Description

One of the first key actions will be to formulate a working description of the project. FCS will utilize the Project Description that was created under Task 2, which will articulate the project's overall objectives. FCS will prepare the *Project Description* section of the Draft EIR based upon information provided during project initiation and comments received on the NOP.

Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, list the project objectives, identify necessary approvals, and list other agencies that may use the document. The Project Description will also describe the relationship of the project to the County's General Plan. The Project Description will use color graphics and tables to clearly convey relevant information to the reviewer.

Thresholds of Significance

FCS will work with the County to determine thresholds of significance for each environmental issue to be addressed in the Draft EIR. The thresholds will be stated in each topical section of the Draft EIR to clearly illustrate the analytical process used to identify potential project effects.

Effects Identified as Potentially Significant

FCS will conduct an environmental analysis of the proposed project to include documenting baseline conditions, conducting project and cumulative impact evaluations, and formulating mitigation measures for each environmental issue that result in a potentially-significant impact. As outlined above, a series of technical reports will be the basis for preparation of the Draft EIR. FCS will summarize and incorporate the findings and

recommendations of these technical reports into the document, as appropriate, based on their level of significance.

Cumulative Effects

FCS will describe the reasonably foreseeable projects within a County-approved defined study area that may result in cumulative impacts associated with the proposed project. This Scope assumes that the County will provide FCS with a list of cumulative projects to be included in the analysis.

Cumulative projects may be defined within a specified area around the project site as (1) projects constructed, but not occupied; (2) projects approved, but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective Lead Agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the Lead Agency. However, note that the geographical extent of the evaluation area for cumulative impacts varies, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Findings of recent court cases will be used to address all pertinent issues. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the Draft EIR in the Other CEQA Considerations section.

Alternatives

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to two additional alternatives. In addition, the Alternatives section will address the feasibility of any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The environmentally superior alternative will be identified.

Inclusion of Previous Prepared ISMND

CEQA Guidelines Section 15143 establishes that EIRs must focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur. It further states that effects dismissed in an Initial Study as clearly insignificant and unlikely to occur need not be discussed further in the EIR unless the Lead Agency subsequently receives information inconsistent with the finding in the Initial Study. Furthermore, CEQA expressly states that a copy of the Initial Study may be attached to the EIR to provide the basis for limiting the impacts discussed. As such, FCS will include the previously prepared IS/MND as a technical appendix to the EIR to support the limited scope of the EIR and will refer to it as needed throughout.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Administrative Draft EIR (with technical studies appended) to the County.

Task 6: Screencheck Draft EIR

It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Administrative Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft EIR for review. Note that this Scope assumes only one round of County comments and revisions to the Administrative Draft EIR. Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the County regarding the need for additional funds to ensure incorporation of all comments and edits.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Draft EIR to the County. FCS will also provide a track change version of the Screencheck Draft EIR for reference.

Task 7: Public Draft EIR

We assume that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Draft EIR. Upon receipt of final County comments on the Screencheck Draft EIR, FCS will proceed with finalizing and producing the Draft EIR for public review. This task assumes technical staff time to complete revisions to the Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the additional level of effort.

FCS will prepare, and County staff will distribute copies of the Draft EIR to responsible agencies and the public for a 45-day public review period. FCS will provide the SCH with an electronic copy of the document (and appendices) and required notices and forms (the NOC, Notice of Intent to Adopt [NOI], and Summary Form) via CEQAnet to begin the public review period. FCS will be responsible for drafting the NOC and Summary Form and the County will be responsible for drafting the NOI. FCS will provide copies of the Draft EIR to the County, and the County will be responsible for local distribution, noticing, and posting. Finally, this Scope assumes that County staff will prepare and mail all notices associated with the Draft EIR to local agencies and interested parties.

DELIVERABLES:

- Electronic copy (via Dropbox in PDF) of the Draft EIR and appendices to the County.
- 3 hard copies (appendices on flash drive) of the Draft EIR to the County.
- Electronic copy (via CEQAnet) of the Draft EIR and appendices, NOC, NOI, and Summary Form to the SCH.

Task 8: Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the

Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text in strikeout-underline format.

FCS representatives will attend a public comment session concerning the Draft EIR during the public review period (meeting attendance at the public comment session is accounted for in *Task 14: Meeting and Public Hearings Attendance*).

Based on FCS's experience responding to comments on recent County projects, as well as the comments received on the IS/MND, FCS has budgeted for up to 90 hours of FCS staff time (including technical, editing, and administrative personnel) to prepare the RTCs and Errata of the Final EIR. Together with the County, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the Administrative Final EIR to the County.

Task 9: Screencheck Final EIR

This task assumes that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR.

The intent of the Screencheck Final EIR is to allow County staff to review final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck Final EIR would concern minor points and not require major revisions. Should hours spent on this task exceed the cost identified herein, FCS will coordinate with the County regarding the need for additional funds to ensure implementation of all comments in the Screencheck Final EIR.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Final EIR to the County. FCS will also provide a track change version of the Screencheck Final EIR for reference.

Task 10: Final EIR

It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Final EIR and that those comments will concern minor points and not require major revisions. Upon County approval of the Screencheck Final EIR, FCS will proceed with finalizing and producing the Final EIR (consisting of the RTCs and Errata). This task assumes technical staff time will be required to complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Final EIR to the County, who will be responsible for local distribution, noticing, and posting. FCS will also prepare the Notice of Determination (NOD) for the project which the County will file, within

five business days of EIR certification. This Scope assumes that County staff will prepare and mail all notices associated with the Final EIR to local agencies and interested parties, including those who submitted comments.

DELIVERABLES:

- Electronic copy (via Dropbox in PDF) of the Final EIR to the County.
- An electronic copy of the NOD to the County.

Task 11: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Draft MMRP, pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide County staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. The MMRP will be included in the Final EIR submittal.

Once FCS receives consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Draft MMRP, FCS will complete revisions and provide the County with a final MMRP.

DELIVERABLES:

- Electronic copy (via email in Microsoft Word format) of the Draft MMRP to the County.
- Electronic copy (via email in PDF) of the MMRP to the County.

Task 12: Findings of Fact and Statement of Overriding Considerations

Pursuant to CEQA Guidelines Sections 15091 and 15093, FCS will prepare Draft Findings of Fact for each potentially significant effect identified in the EIR and a Statement of Overriding Considerations for any unavoidable significant impacts associated with the proposed project. The Findings of Facts will be based upon the Final EIR including the Errata. As required by the CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the project team regarding the benefits of the project. Once FCS receives consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Draft Findings of Fact and Statement of Overriding Considerations, FCS's Project Manager will consult with the County to finalize the Findings of Fact and Statement of Overriding Considerations.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format) of the Draft Findings of Fact and Statement of Overriding Considerations to the County.

- Electronic copy (via Dropbox in PDF) of the Findings of Fact and Statement of Overriding Considerations to the County.

Task 13: Meeting and Public Hearings Attendance

This Scope assumes that FCS's Project Director or Project Manager will attend the following meetings:

Coordination Meetings:

- Up to sixteen half-hour bi-weekly meetings with County staff conducted during the preparation of the EIR. It is assumed that these meetings can be completed via conference call.

Public Comment Meetings (during public review of the Draft EIR):

- Planning Commission: one, four-hour meeting.

Final EIR and Project Entitlements:

- Planning Commission: one, four-hour meeting.
- Board of Supervisors: one, four-hour meeting.

The cost for the Public Scoping Meeting is included in Task 4. As noted, the meetings would consist of a combination of coordination meetings with staff and public hearings. A not-to-exceed budget has been established to cover attendance at the meetings. If the County requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify County staff of the additional costs and obtain authorization for the extra meeting time.

Task 14: Project Management and Coordination

In addition to the research, analysis, communication, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with County staff, project accounting, and quality assurance review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support to County staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 60 hours of staff time. If additional FCS project management time is requested by the applicant, or if the amount of time involved in project management exceeds the initial budget allocation, FCS will notify the applicant of the additional costs and obtain authorization for the extra project management time.

Tasks Outside the Scope of Work

The following are tasks that FCS has identified as falling outside its Scope for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that County staff will be responsible for any public noticing related to the EIR including the Notice of Availability and noticing of public meeting(s) at which the EIR will be considered for certification.

Notice of Determination Filing/Payment of Fees

FCS assumes that the applicant or County staff will be responsible for filing the NOD with the County Clerk's Office within five business days of certification of the EIR. Please be advised that as of January 1, 2026, the

filing fees for an EIR are $4,227.50 (CDFW fee) plus a $50 County handling fee, for a grand total of **$4,277.50**. The applicant will be responsible for paying the associated filing fees.

Schedule

FCS has prepared the following schedule outlining the anticipated timing of each task.

Task	Week
Task 1 Project Initiation and Kick-off Meeting	1
Task 2 CEQA-compliant Project Description	2-4
– *Submit CEQA-compliant Project Description*	2
– *Receive Comments on CEQA-compliant Project Description*	3
– *Submit Final CEQA-compliant Project Description*	4
Task 3 Technical Analyses	1-7
Subtask 3.1 Air Quality Assessment, GHG Emissions and Energy Assessment, and HRA[1]	7
Subtask 3.2 Biological Resources Analysis	7
Task 4 NOP and Scoping Meeting	3-9
– *Submit Administrative NOP*	3
– *Receive Comments on NOP*	4
– *Start of Public Scoping Period (Begin 30-day Public Review)*	5
– *Public Scoping Meeting*	TBD (to occur during public scoping period)
– *30-day Public Review Period Ends*	9
Task 5 Administrative Draft EIR	1-14
– *Submit Administrative Draft EIR*	11
– *Receive Comments on Administrative Draft EIR*	14
Task 6 Screencheck Draft EIR	17-20
– *Submit Screencheck Draft EIR*	17
– *Receive Comments on Screencheck Draft EIR*	20
Task 7 Public Draft EIR	22-28
– *Begin 45-day Public Review Period*	22

Task	Week
– *45-day Public Comment Period Ends*	28
Task 8 Administrative Final EIR	29-36
– *Meet with County to review comments received*	29
– *Submit Administrative Final EIR*[2]	33
– *Receive Comments on Administrative Final EIR*	36
Task 9 Screencheck Final EIR	38-40
– *Submit Screencheck Final EIR*	38
– *Receive Comments on Screencheck Final EIR*	40
Task 10 Final EIR	41
Task 11 MMRP	38-41
– *Submit Draft MMRP*	38
– *Receive Comments on MMRP*	40
– *Submit MMRP*	41
Task 12 Findings of Fact and Statement of Overriding Considerations	38-41
– *Submit Draft Findings of Fact and Statement of Overriding Considerations*	38
– *Receive Comments on Findings of Fact and Statement of Overriding Considerations*	40
– *Submit Findings of Fact and Statement of Overriding Considerations*	41
Task 13 Meetings and Public Hearings Attendance	TBD
Task 14 Project Management and Coordination	Ongoing
File NOD with County Clerk	Within five business days of EIR Certification

Note:
[1] Assumes that the project trip generation forecast and intersection traffic volumes will not change. This analysis will be conducted six weeks after receipt of the responses to the RFI, or a City-approved Project Description, whichever is latest.
[2] Dependent on volume and complexity of comments.

Proposed Budget

FCS has prepared the following budget identifying the costs of each task.

Task	Fees
Task 1 Project Initiation and Kick-off Meeting	$4,275
Task 2 CEQA-compliant Project Description	$2,950
Task 3 Technical Analyses	
Subtask 3.1 Air Quality Assessment, GHG Emissions and Energy Assessment, and HRA	$16,725
Subtask 3.2 Biological Resources Analysis	$7,530
Task 4 NOP and Scoping Meeting	$5,920
Task 5 Administrative Draft EIR	$39,845
Task 6 Screencheck Draft EIR	$19,210
Task 7 Public Draft EIR	$8,675
Task 8 Administrative Final EIR	$17,100
Task 9 Screencheck Final EIR	$7,940
Task 10 Final EIR	$2,420
Task 11 MMRP	$2,325
Task 12 Findings of Fact and Statement of Overriding Considerations	$6,550
Task 13 Meeting and Public Hearings Attendance	$6,030
Task 14 Project Management and Coordination	$9,875
Total FCS Professional Labor	**$157,370**
Direct Costs	
Information Center, Reprographics, Mileage, Deliveries, etc.	$2,090
Total FCS Professional Fee	**$159,460**

Assumptions

The assumptions used in calculating the above fees are:

- If project design changes or revisions to the TIA occur such that remodeling for the purposes of the air quality, GHG emissions, energy, and noise analyses is required, any additional modeling would be completed under an augment.

- Reimbursable expenses have been included in the table above. These direct costs, including, but not limited to those items presented below, will be reimbursable upon provision of proper documentation:

- Purchases of project materials
- Reproduction, reprographics, document production, printing and photography
- Postage, messenger, delivery, and overnight mailing
- Mileage, noticing, and record searches
- Other miscellaneous costs directly related to the project

- There will be no significant revisions to the submitted development application. If there is a change in the Project Description by the applicant, a budget adjustment will be required to account for the project revisions.

- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs and to reflect adjustments for updated billing rates.

- The fee is valid for up to 30 days from the date of this Scope, after which it may be subject to revision.

- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.

- The FCS Project Manager will be the primary representative at the project meeting and public hearing.

- This Scope assumes that no hard copies of deliverables will be provided, except as indicated above. If additional hard copies are requested, a change order may be required to cover costs of producing the copies. Printing costs are estimated and will be finalized at the time of printing. Printing costs are based on the number of products, method of printing and binding, estimated page lengths, and inclusion of digital version (CD or flash drive). FCS will specifically identify a detailed reproduction work plan with more specific costs upon request.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent-complete basis.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1426

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services

REPORT BY: Jesse Gutierrez, Principal Planner Sustainability

SUBJECT: Resolution authorizing the participation in the California Ocean Protection Council Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program.

RECOMMENDATION

Adopt a Resolution authorizing the acceptance of a Sea Level Rise Adaptation Planning Grant from the California Ocean Protection Council and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents. (Fiscal Impact: $522,743 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

In 2021, Governor Newsom signed Senate Bill 1 (Atkins, 2021) into law. Senate Bill 1 (SB 1) directs the state to provide funding to local and regional governments to develop sea level rise adaptation plans and implementation projects. The California Ocean Protection Council (OPC), within the California Natural Resources Agency, administers the SB 1 Sea Level Rise Adaptation Planning Grant Program to assist local governments in planning for and adapting to sea level rise.

On December 18, 2025, Napa County submitted a proposal in response to OPC's Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program to fund Napa County's Sea Level Rise Adaptation Planning, requesting $522,743 in grant funding. On March 23, 2026, OPC authorized approval of disbursement of funds to successful applicants to the Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program including Napa County's Sea Level Rise Adaptation Plan.

Napa County will develop a single-jurisdiction Subregional Shoreline Adaptation Plan for unincorporated lands along San Pablo Bay and the Napa River. Building on the County's 2025 sea level rise analysis and ongoing Regional Climate Action and Adaptation Plan, the project will develop nature-based adaptation strategies, establish phased adaptation pathways, and produce land use policy recommendations and a financing strategy in coordination with American Canyon toward SB 272 compliance.

The OPC Grant Execution Process requires Napa County adopt a resolution to formally approve the project and funding, agree to comply with all applicable requirements, and authorize the designated representative to receive funds and execute the grant agreement on behalf of the organization. Exhibit 1, attached to the resolution, is the required OPC resolution template for execution.

Requested Action:

Adopt a Resolution authorizing the participation in the OPC SB 1 Sea Level Rise Adaptation Planning Grant Program (Track 1), ratifying the Planning, Building and Environmental Services Department's submittal of the County's Track 1 planning grant application submitted on December 18, 2025, and authorizing the acceptance of SB 1 Sea Level Rise Adaptation Planning Grant Program funding in the amount of $522,743.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	PBES - Natural Resources Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Grant funds will fund the development of the required Sea Level Rise Adaptation Plan.
Future fiscal impact:	Grant funds will be available for use in FY 2026-2027 and FY 2027-2028.
Consequences if not approved:	Grant funds will not be received to help develop the required SB 1 Sea Level Rise Adaptation Plan.
Additional Information:	Strategic Initiative: Champion Environmental Sustainability and Resiliency

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 APPLICATION AND EXECUTION OF GRANT FUNDS FOR THE NAPA COUNTY SEA LEVEL RISE ADAPTATION PLAN

WHEREAS, in 2021, Governor Newsom signed Senate Bill 1 (Atkins, 2021) into law. Senate Bill 1 (SB 1) directs the state to provide funding to local and regional governments to develop sea level rise adaptation plans and implementation projects; and

WHEREAS, the California Ocean Protection Council (OPC), within the California Natural Resources Agency, administers the SB 1 Sea Level Rise Adaptation Planning Grant Program to assist local governments in planning for and adapting to sea level rise; and

WHEREAS, on December 18, 2025, Napa County submitted a proposal in response to OPC's Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program to fund Napa County's Sea Level Rise Adaptation Planning, requesting $522,743 in grant funding; and

WHEREAS, on March 23, 2026, OPC authorized approval of disbursement of funds to successful applications to the Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program including Napa County's Sea Level Rise Adaptation Plan; and

WHEREAS, the grant funding will directly support the development of a single-jurisdiction San Francisco Bay Subregional Shoreline Adaptation Plan for unincorporated county lands along San Pablo Bay and the Napa River, consistent with San Francisco Bay Conservation and Development Commission's Regional Shoreline Adaptation Plan guidelines.

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

1. The Board hereby authorizes the County's participation in the OPC SB 1 Sea Level Rise Adaptation Planning Grant Program (Track 1) and ratifies the Planning, Building and Environmental Services Department's submittal of the County's Track 1 planning grant application submitted on December 18, 2025.

2. The Director of Planning, Building and Environmental Services, or designee, is hereby authorized to accept OPC's Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program funding in the amount of $522,743.

3. The Board hereby adopts Exhibit 1, the California Ocean Protection Council Governing Board Resolution Template, as required for grant execution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *McKayla McMahon* Deputy County Counsel Date: July 9, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Attachment:

Exhibit 1, California Ocean Protection Council Governing Board Resolution Template

OCEAN PROTECTION COUNCIL – RESOLUTION TEMPLATE

Resolution No: Resolution Number

RESOLUTION BY Napa County Board of Supervisors
APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS FROM THE OCEAN PROTECTION COUNCIL UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84), Prop 68, ENVIRONMENTAL LICENSE PLATE FUNDS, ONCE THROUGH COOLING, GREENHOUSE GAS REDUCTION FUND, OR GENERAL FUNDS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors

1. If applicable, approves the filing of an application for the Napa County Sea Level Rise Adaptation Plan; to be funded by SB 1 GGRF.

2. If applicable, certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so;

3. Certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

4. Certifies that the Applicant/Grantee will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and,

5. Appoints the Director of Planning, Building and Environmental Services, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the 28th day of July 2026. I, the undersigned, hereby certify that the foregoing Resolution Number Resolution Number was duly adopted by the Napa County Board of Supervisors.

Following Roll Call Vote: Ayes: _____
Nos: _____
Absent: _____

_____, Chair of the Board of Supervisors
(Signature) (Title)

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1045

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Principal Management Analyst

SUBJECT: Agreement with University of Cincinnati Research Institute

RECOMMENDATION

Approve and authorize Agreement No. 270019B with University of Cincinnati Research Institute with a contract maximum of $124,000 over the two-year term July 1, 2026 through June 30, 2028 to provide training and technical assistance on evidence-based supervision practices to improve individual and system outcomes, including reducing recidivism. (Fiscal Impact: $124,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Board approved Agreement No. 230241B on December 6, 2022, and Amendment No. 1 on June 17, 2025, for the University of Cincinnati Research Institute (UCCI) to provide initial evidence-based practices (EBP) training and technical assistance for all staff in criminal justice agencies and to maintain foundational EBP training. It is important for Probation Officers to case manage the high-risk population with continual training in best practices and recidivism reduction.

UCCI provides a train-the-trainer model and a no-per-use fee for the curriculum once staff complete the train-the-trainer program.

Amendment No. 1 extended the term of the Agreement through June 30, 2026 allowing for continued EBP training to staff. The original agreement and Amendment No. 1 have a combined contract maximum of $235,000, of which $230,000 is funded through a state realignment offset that was approved by the Community Corrections Partnership Committee (CCP) at its May 12, 2022, meeting. The remaining $5,000 is a general fund expense.

This new agreement is a continuation of EBP training and technical assistance and includes the County's

updated terms and conditions. The contract maximum is offset by state realignment funds.

Requested Action:

Approve and authorize Agreement 270019B with University of Cincinnati Research Institute with a contract maximum of $124,000 over the two-year term July 1, 2026 through June 30, 2028 to provide training and technical assistance of evidence-based practices to the Probation Department.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Services provided are not mandatory, but it is a commitment from the County to maintain an evidence-based justice system.
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	Foundational evidence-based training will not be provided to new staff and refresher training in best practices will not be provided to existing staff.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 270019B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE, a 501(c)(3) non-profit Ohio Corporation, whose address is PO Box 19614, Cincinnati, OH, 45221, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide training and technical assistance of evidence-based practices.

B. Consultant was selected to provide professional services without a competitive process due to exigent circumstances of continuity of services commenced during fiscal year 2023-2024 through 2025-2026.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2028, 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. Notwithstanding the foregoing, Contractor retains sole ownership and intellectual property rights in any and all materials owned or developed by Contractor prior to the effective date of this Agreement and in any developments to its Background IP that are not specific or unique to County. 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 ONE HUNDRED TWENTY FOUR THOUSAND DOLLARS ($124,000); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and

inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Napa County Probation	University of Cincinnati Research Institute
Probation Administration Manager	Patrick Clark, Executive Director
212 Walnut Street	PO Box 19614
Napa, CA 94559	Cincinnati, OH 45219

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 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h),

affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE

Patrick Clark Digitally signed by Patrick Clark Date: 2026.07.14 13:13:57 -04'00'

By _____
PATRICK CLARK, EXECUTIVE DIRECTOR

By Frank M. Gerner
FRANK M. GERNER, BOARD PRESIDENT

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Douglas Parker (via e-sign)* Deputy County Counsel Date: July 13, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide training and technical assistance of evidence-based practices to the Napa County Probation Department in accordance with Consultant's proposal dated April 17, 2026, which is hereby incorporated into this Exhibit by reference.

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UCCI University of CINCINNATI | CORRECTIONS INSTITUTE

SERVICE PROPOSAL

April 17, 2026

Proposal for University of Cincinnati Corrections Institute (UCCI) to provide services for Napa County Probation (Sponsor) in the form of training and technical assistance

DESCRIPTION OF SERVICES

UCCI can provide any of the following services at the discretion of Napa County Probation. Services are categorized into two buckets – (1) training and (2) technical assistance – each of which are described below. There is also an ongoing project management fee, described below.

UCCI's service approach emphasizes flexibility, sustainability, and fidelity to evidence-based practices. All training and technical assistance offerings are designed to support agency-specific goals while promoting consistent, research-supported decision-making across staff, programs, and service settings. This agreement is intended to provide continuity of support while allowing flexibility to evolve services as Napa County Probation's priorities, initiatives, and implementation needs change throughout the contract term.

TRAINING

Napa County Probation may select from any available UCCI trainings throughout the term of the agreement based on identified agency needs, implementation priorities, and staff development goals.

All trainings provided by UCCI are grounded in decades of correctional research, including the Principles of Effective Intervention, and are designed to support agencies in implementing practices shown to improve individual and system outcomes, including recidivism reduction.

UCCI trainings are categorized into five different groupings. Most training offerings include both end-user options and training-of-trainer options, and all trainings may be delivered in-person or virtually. For many products, there are also the options of booster and refresher trainings.

UCCI trainings emphasize active, applied learning methods shown to support skill development and behavior change. Training delivery typically includes a combination of didactic instruction, modeling of strategies, guided practice, structured feedback, and opportunities for reflection and discussion. Trainings are designed to build staff confidence and competence by linking research to real-world application, with an emphasis on practicing skills in ways that translate directly to daily work. When applicable, follow-up supports such as coaching, booster sessions, or refresher trainings may be incorporated to reinforce learning and support sustained implementation.

Cognitive-Behavioral Interventions – Cognitive-Behavioral Interventions (CBI) curricula developed by UCCI are evidence-based group interventions designed for justice-involved

University of Cincinnati Corrections Institute
PO Box 210389, Cincinnati, OH 45219-0389
Email: corrections.institute@uc.edu
Web: www.uc.edu/corrections

University of CINCINNATI

populations and focused on reducing recidivism by addressing criminogenic needs through cognitive-behavioral strategies. Across youth and adult adaptations, CBI programs emphasize structured skill building in areas such as cognitive restructuring, emotional regulation, social skills, problem solving, and relapse prevention, while incorporating motivational enhancement techniques to support behavior change. The curricula are flexible and can be delivered as standalone interventions or integrated into broader correctional or community-based programming, using formats that allow for varying program lengths and service settings. UCCI trainings prepare staff to implement the curricula with fidelity through a combination of didactic instruction, skill practice, and applied learning grounded in the Principles of Effective Intervention, with optional training-of-trainers pathways to support long-term sustainability and internal capacity building.

- Cognitive Behavioral Interventions – Core Youth (CBI-CY) – A comprehensive cognitive-behavioral group intervention for justice-involved youth that broadly targets criminogenic needs and supports the development of cognitive, emotional, social, and coping skills using developmentally appropriate strategies.
- Cognitive Behavioral Interventions – Core Adult (CBI-CA) – A core cognitive-behavioral group intervention for justice-involved adults designed to address multiple criminogenic needs through structured skill development and application of cognitive-behavioral techniques.
- Cognitive Behavioral Interventions – Employment Adult (CBI-EA) – A cognitive-behavioral group intervention for adults that integrates employment readiness with strategies to address criminogenic thinking, substance use, and other barriers to successful workforce participation.
- Cognitive Behavioral Interventions – Foundations (CBI-F) – An introductory group intervention focused on building foundational cognitive-behavioral concepts and skills, designed to be used as a preparatory program for individuals before they move onto a longer, structured cognitive-behavioral treatment program.
- Cognitive Behavioral Interventions – Interpersonal Violence (CBI-IPV) – A targeted cognitive-behavioral group intervention designed to address patterns of interpersonal violence by focusing on cognitive restructuring, emotional regulation, and prosocial relationship skills.
- Cognitive Behavioral Interventions – Sexual Offending (CBI-SO) – A specialized cognitive-behavioral group intervention addressing criminogenic needs associated with sexual offending, emphasizing self-management strategies, cognitive restructuring, and relapse prevention.
- Cognitive Behavioral Interventions – Substance Use Adult (CBI-SUA) – A cognitive-behavioral group substance use intervention for adults that targets criminogenic substance use patterns and integrates skill building in areas such as coping, decision-making, and relapse prevention.
- Cognitive Behavioral Interventions – Substance Use Youth (CBI-SUY) – A developmentally responsive cognitive-behavioral group substance use intervention for youth that addresses risk factors associated with substance use while supporting prosocial skill development and self-regulation.

Individual Interventions – Individual interventions trainings focus on strengthening staff-client interactions by equipping justice system professionals with evidence-based communication, engagement, and behavior-change skills that can be applied in both structured and day-to-day practice. These offerings emphasize the consistent use of cognitive-behavioral and social learning strategies to improve supervision outcomes, enhance responsivity, and reinforce prosocial behavior. Trainings address core correctional skills such as relationship building, effective use of reinforcement and disapproval, prosocial modeling, problem solving, and cognitive restructuring, while also building staff capacity to increase motivation, reduce resistance, and focus interactions on criminogenic needs. Delivered through interactive instruction, skill practice, and applied learning, these trainings are designed for use across institutional and community settings and support both immediate implementation and long-term sustainability through optional training-of-trainers pathways.

- Core Correctional Practices (CCP)
- Effective Practices in Community Supervision (EPICS)
- Motivational Interviewing (MI)

Risk Assessment and Case Planning – Risk Assessment and Case Planning trainings support the accurate identification of risk, criminogenic need, and responsivity factors and the translation of assessment results into effective, individualized case plans that guide supervision and service delivery. These offerings emphasize the use of structured, validated assessment systems for both adult and youth populations, including tools designed for use at multiple decision points across the justice continuum. Trainings prepare staff to competently administer and score assessments, conduct assessment interviews, and apply findings to assessment-driven case planning grounded in the principles of effective classification and intervention. Through a combination of didactic instruction, hands-on practice, and applied case exercises, these trainings promote consistency, fidelity, and evidence-based decision-making across criminal and juvenile justice settings and offer optional training-of-trainers pathways to support long-term sustainability and internal capacity building.

- Case Planning (CP)
- Level of Service Case/Management Inventory (LS/CMI)
- Level of Service Inventory – Revised (LSI-R)
- Ohio Risk Assessment System (ORAS)
- Ohio Youth Assessment System (OYAS)
- Youth Level of Service/Case Management Inventory (YLS/CMI)

Fidelity – Fidelity trainings focus on strengthening the agency's capacity to deliver evidence-based interventions with consistency and quality by monitoring practice, assessing adherence, and supporting continuous improvement. These offerings emphasize the principle that how services are delivered is as important as what services are delivered, and they equip agencies with practical tools to observe practice, provide feedback, and reinforce skillful implementation over time. These fidelity trainings support consistent implementation, skill reinforcement, and continuous learning at both the staff and organizational levels.

- Continuous Quality Improvement (CQI)
- Group Observation Training (GOT)

What Works – What Works trainings provide a foundational understanding of evidence-based practices in corrections by synthesizing decades of research on strategies shown to reduce recidivism. These offerings introduce staff and stakeholders to the principles that guide effective correctional programming, including the characteristics of effective programs, the Risk-Need-Responsivity framework, core elements of cognitive-behavioral interventions, and an examination of practices that do and do not lead to positive outcomes. What Works content is designed to support shared understanding, consistent language, and system-wide alignment across roles and disciplines.

What Works content may be delivered in multiple formats based on agency needs. UCCI offers a stand-alone "What Works in Changing Offender Behavior" presentation suitable for large audiences or project kick-off efforts, as well as a broader series of self-paced e-learning modules that allow staff to engage more deeply with specific topics related to evidence-based practice. The e-learning series includes a foundational What Works module and a flexible menu of additional modules addressing key concepts such as assessment and classification, responsivity, case planning, cognitive-behavioral interventions, Core Correctional Practices, program implementation, and staff effectiveness. Specific e-learning modules may be selected based on agency priorities and implementation needs. Together, these options allow agencies to scale learning across the organization while reinforcing a common evidence-based framework.

- What Works in Changing Offender Behavior (presentation)
- What Works E-Learning Modules

TECHNICAL ASSISTANCE

Napa County Probation may request technical assistance across a range of areas, including coaching, assessment-driven case plan design and implementation, performance measurement, continuous quality improvement (CQI), quality assurance (QA), onsite support and feedback, and other supports related to the use and implementation of evidence-based practices. Technical assistance is intended to complement training by supporting implementation, problem-solving, and continuous improvement over time. Services may include planning support, consultation and coaching, review of agency policies or materials, observation, feedback and data-informed recommendations, participation in virtual or in-person meetings, and other assistance aligned with agency goals. Technical assistance will be available throughout the life of the project and may be delivered in-person or virtually.

TOTAL PROJECT INVESTMENT

This investment provides comprehensive project leadership and technical assistance to support successful delivery and sustained alignment with Napa County Probation's priorities. It includes dedicated project governance through an assigned Project Director; flexible, on demand offsite expertise; and coordinated, high-impact onsite technical assistance and training. Services are delivered within the framework of UCCI's established partnership and pricing guide (Appendix A), with all rates fully inclusive of professional expertise, staff effort, travel, training materials, and administrative support. The project management fee is a recurring monthly charge that applies each month regardless of other service delivery. Training and technical assistance investments apply only during periods of active service delivery and are incurred as services are requested and provided.

Invoicing will occur monthly, with the **total investment not to exceed $124,000**, ensuring fiscal transparency, accountability, and value-driven outcomes.

INVESTMENT DETAILS

This investment supports successful project delivery through three integrated components:

1. Project Leadership & Governance

UCCI will provide a dedicated Project Director to serve as the County's primary point of contact and accountable lead for project success. The Project Director will establish a clear understanding of project expectations, timelines, budget parameters, and goals at initiation, and will provide continuous oversight throughout the engagement. This includes monitoring progress against timelines and deliverables, responding promptly to questions or challenges, and offering recommendations to support informed decision-making and achievement of project objectives.

Investment level: $625 per project month.

2. Training

UCCI shall deliver training services to the County in either an in-person or virtual format on dates mutually agreed upon by both parties. Training delivery shall be planned and executed through coordinated efforts among the Project Director, designated County representatives, and the UCCI Business Team to ensure consistency, quality, and continuity of service. A minimum of six (6) weeks' advance notice is required for all training engagements to allow adequate time for scheduling, logistical coordination, and preparation of materials. Cancellations made fewer than thirty (30) calendar days prior to the scheduled training date may be subject to applicable fees to recover costs already incurred.

Investment level: Applied per the pricing guide included in Appendix A.

3. Targeted Technical Assistance

UCCI shall provide targeted technical assistance aligned with the scope described above to support Napa County Probation's evolving needs and implementation priorities. This assistance is intended to complement training efforts by supporting implementation, problem-solving, and continuous quality improvement related to evidence-based practices. Technical assistance may include consultation and coaching, review of agency policies or materials, observation and feedback, participation in virtual or in-person meetings, implementation planning, and other supports aligned with agency goals. When appropriate, UCCI may deliver planned onsite technical assistance, including in-person coaching, observations, and facilitated meetings, to reinforce effective implementation and promote sustained progress.

Investment level: Applied per the pricing guide included in Appendix A.

This investment reflects a shared commitment to disciplined project execution, strategic alignment, and measurable results. By combining dedicated leadership, scalable technical expertise, and coordinated onsite support, UCCI will provide Napa County Probation with the structure, accountability, and capacity needed to advance priority initiatives efficiently and effectively. The

investment structure ensures transparency, fiscal stewardship, and flexibility—aligning resources directly with periods of active service delivery while maximizing impact and long-term value.

CONTRACTUAL AGREEMENT

The University of Cincinnati Corrections Institute (UCCI) agrees to provide the services described herein through a business contracting partnership with the UC Research Institute (UCRI). All contract terms and conditions are subject to the approval of both entities. UCCI shall perform all or a portion of the services as a subcontractor to UCRI and shall comply with all obligations set forth in the agreement executed by UCRI, as authorized through the University of Cincinnati.

The fees included in this proposal are valid for one hundred twenty (120) days from the date of this document. If a fully executed agreement is not completed within this period, UCCI reserves the right to withdraw the proposal and submit a revised proposal with updated pricing. Upon initiation of the contracting process, agencies should anticipate a period of approximately thirty (30) to ninety (90) days to reach a fully executed agreement, after which services will be scheduled. Delays in initiating or completing the contract may require adjustments to the proposed timeline. For agreements with a term of twenty-four (24) months or longer, UCCI may periodically review and reasonably adjust pricing to reflect current cost trends.

Scheduled virtual TA, such as coaching sessions or workgroup meetings, must be cancelled greater than 24 hours in advance of the scheduled session. Any virtual TA session that is cancelled within 24 hours of its start time will be charged $125. A no call, no show at the time of the virtual TA session will result in a cancellation fee flat rate of $250.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated April 17, 2026, which is hereby incorporated into this Exhibit by reference.

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APPENDIX A

UCCI Pricing Guide

TRAINING

TRAINING

Cognitive-Behavioral Interventions

Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
CBI-Core Adult (CBI-CA)	8 sessions	8	$10,250	4 days	9/18	$13,500	$23,000
CBI-Core Youth (CBI-CY)	8 sessions	8	$10,250	4 days	9/18	$13,500	$23,000
CBI-Interpersonal Violence (CBI-IPV)	8 sessions	8	$10,250	4 days	9/18	$13,500	$23,000
CBI-Sexual Offending (CBI-SO)	8 sessions	8	$10,250	4 days	9/18	$13,500	$23,000
CBI-Substance Use Adult (CBI-SUA)	8 sessions	8	$10,250	4 days	9/18	$13,500	$23,000
CBI-Employment Adult (CBI-EA)	5 sessions	8	$8,000	3 days	9/18	$10,750	$19,750
CBI-Substance Use Youth (CBI-SUY)	5 sessions	8	$8,000	3 days	9/18	$10,750	$19,750
CBI-Foundations (CBI-F)	4 sessions	8	$7,500	2 days	9/18	$8,500	$15,000
CBI-Booster Training	2 sessions	12	$4,000	1 day	12	$6,500	
CBI-Training of Trainers	8 sessions	6	$9,750	4 days	6/12	$13,750	$22,500

Individual Interventions

Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
CCP	4 sessions	15	$6,000	2 days	15/30	$8,500	$16,000
CCP Coaches	5 sessions	12	$8,000	3 days	12	$10,500	
CCP ToT	10 sessions	6	$12,000	5 days	6/12	$15,000	$25,750
EPICS training/coaching	5 sessions	15	$16,000	3 days	30	$19,500	$34,750
EPICS Booster	2 sessions	15	$4,000	1 day	30	$6,500	
EPICS Booser	4 sessions	15	$6,500	2 days	30	$8,000	
EPICS ToT	10 sessions	5	$20,000	5 days	5/10	$25,750	$37,750
MI	4 sessions	12	$6,000	2 days	12/24	$8,500	$16,000
MI ToT	10 sessions	5	$11,250	5 days	5/10	$15,750	$25,750

Risk Assessment and Case Planning

Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
Case Planning	4 sessions	15	$6,000	2 days	30	$9,000	
CP ToT	10 sessions	6	$12,000	5 days	6/12	$16,000	$25,750
LS/CMI*	5 sessions	15	$9,000	3 days	30	$13,500	
LS/CMI Booster	2 sessions	15	$4,500	1 day	30	$6,500	
LSI-R* or YLS/CMI*	4 sessions	15	$7,250	2 days	30	$9,500	
LSI-R or YLS/CMI Booster	2 sessions	15	$4,500	1 day	30	$6,500	
LSI-R/CP or YLS/CMI/CP*	5 sessions	15	$9,000	3 days	30	$13,000	
LSI-R or YLS/CMI ToT*	10 sessions	6	$12,000	5 days	6/12	$16,250	$25,500
LSI-R/CP or YLS/CMI/CP ToT*	15 sessions	6	$17,500	8 days	6/12	$23,000	$42,000
ORAS	4 sessions	15	$7,000	2 days	30	$10,500	
ORAS Booster	2 sessions	15	$4,500	1 day	30	$7,500	
ORAS/CP	5 sessions	15	$9,000	3 days	30	$13,500	
ORAS ToT	10 sessions	6	$12,000	5 days	6/12	$16,250	$25,500
ORAS/CP ToT	15 sessions	6	$17,500	8 days	6/12	$23,000	$42,000
OYAS	4 sessions	15	$7,000	2 days	30	$10,500	
OYAS Booster	2 sessions	15	$4,500	1 day	30	$7,500	
OYAS/CP	5 sessions	15	$9,000	3 days	30	$13,500	
OYAS ToT	10 sessions	6	$12,000	5 days	6/12	$16,250	$25,500
OYAS/CP ToT	15 sessions	6	$17,500	8 days	6/12	$23,000	$42,000

* *Does not include MHS materials - site must purchase separately. Recommend "complete kits" for 25 trainees (Est. cost $250 -$400)*

FIDELITY TRAINING

Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainers
CQI	5 sessions	9	$8,000	3 days	9/18	$10,750	$19,750
Group Observation Training (GOT)	4 sessions	12	$6,000	2 days	12	$8,500	

APPENDIX A

TECHNICAL ASSISTANCE	TECHNICAL ASSISTANCE							
	Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	ON-SITE							
	E-Learning Module	*Per Person*		*$150*		*agency*	$5,000	
	EBP Presentation	*1 session*	*15*	*$1,250*	1 day	*unlimited*	$6,000	
	Add-On Day				1 day	TBD	$2,500	$3,500
	TA *(1-day)*	2 sessions	15	$3,500	1 day	TBD	$6,000	$9,500
	TA *(2-days)*	4 sessions	15	$4,500	2 days	TBD	$7,250	$13,500
	TA *(3-days)*	6 sessions	15	$6,000	3 days	TBD	$9,500	$16,750
	TA *(4-days)*	8 sessions	15	$7,500	4 days	TBD	$12,500	$20,750
	TA *(5-days)*	10 sessions	15	$8,000	5 days	TBD	$14,500	$23,250
	OFF-SITE							
	Project Direction	Per Month	1	$625				
	Staff Off-site TA	Per Hour	1	$125				
	OTHER							
	- EPICS session review	2 hours	1 tape	$85/tape				
	- Group session review	2 hours	1 tape	$200/tape				
	- Risk Assessment review	2 hours	1 tape	$200/tape				
	- Consultation	1 hour	TBD	$125/hour				
	- Video Call	3-hours	TBD	$500				

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.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1252

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Principal Management Analyst

SUBJECT: Agreement with Buddi US, LLC

RECOMMENDATION

Approve and authorize Agreement No. 270056B with Buddi US, LLC for the term through June 30, 2029, with a contract maximum of $105,000, to provide juvenile and adult electric monitoring for the Probation and Corrections department. (Fiscal Impact: $105,000; General Fund; Budgeted; Discretionary)

BACKGROUND

A Request for Proposal (RFP) was issued on March 11, 2026, to select qualified contractors to provide juvenile and adult electric and transdermal alcohol testing resulting in a total of eight (8) respondents. Staff from Corrections and Probation reviewed and evaluated the proposals based on company history, background and experience; scope of work; sustainable business practices; product demonstration; and pricing. Buddi, US LLC was selected with the highest score ranking.

Buddi offers a comprehensive portfolio of innovative technologies, including radio-frequency home curfew systems, one- and two- piece global positioning system (GPS) solutions to determine precise geographic movements and locations, dedicated victim-tracking devices, and both transdermal and remote breath alcohol monitoring products. All devices are managed through a single web-based platform which delivers streamlined monitoring, reporting, and program oversight.

Requested Action:

Approve Agreement No. 270056B with Buddi US, LLC for a maximum contract amount of $105,000 each fiscal year, $525,000 for a five-year term, to provide electronic monitoring and transdermal alcohol testing.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation 1420000 and Corrections 1400001
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Probation utilizes electronic monitoring and transdermal testing for juveniles and adults and Corrections employs electronic monitory to effectively manage home detention.
Is the general fund affected?	Yes
Future fiscal impact:	Future allocations will be budgeted accordingly.
Consequences if not approved:	The Departments will not be able to provide court-ordered services or operate efficiently.
Strategic Initiative:	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 270056B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Buddi US, LLC whose address is 2536 Countryside Blvd, Suite 400 Clearwater, FL 33763, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide juvenile and adult electronic monitoring for the Probation and Corrections department.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to PROB032601.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the

Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2029 unless terminated earlier in accordance with this Article. 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.

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 One Hundred Five Thousand Dollars ($105,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Probation Administration Manager who will review the invoice to confirm its contents

match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Napa County Probation Department	Kyle Chapin
Probation Administration Manger	Buddi US, LLC
555 Gateway Drive	2536 Countryside Blvd. Suite 400
Napa CA 94558	Clearwater FL 33763

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. Consultant 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 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

Buddi US, LLC

By _____
Kyle Chapin, Vice President, Operations

Buddi US, LLC

By _____
Ashley Sells-Nociti, Operations Admin Assistant

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: *Douglas Parker (via e-sign)*
Deputy County Counsel

Date: July 9, 2026

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Services

Consultant shall provide juvenile and adult electronic monitoring in accordance with Consultant's proposal to RFP Number PROB032601, which is hereby incorporated into this Exhibit as *Attachment A* by reference.

Consultant shall provide the County with the following services as part of its overall agreement to provide the County with electronic monitoring services:

A. The Consultant must appoint a project manager or liaison at no additional cost. The project manager will be the primary point of contact for the scheduling of on-site visits, coordination of training, assisting with inventory logistics, required reporting, and related duties, as well as complaint resolution.

B. The Consultant shall only propose equipment that represents the latest technology it has to offer.

C. The Consultant shall provide revised equipment as it becomes available, at no additional cost.

D. The Consultant shall only propose and provide equipment that has been properly registered and certified under the Federal Communication Commission (FCC) Rules and Regulations, as applicable. The applicable FCC Identification numbers, for all equipment, must be submitted with the proposal.

E. Equipment must be under warranty and there must be a maintenance agreement. The Consultant must include warranty and maintenance agreement information in its response.

F. The Consultant must be able to ship equipment within three (3) business days of request. The consultant must also be able to ship equipment overnight in emergency cases.

G. The Consultant's daily unit price must include a minimum 25% spare level and the cost of shipping equipment from the Consultant to the agency and from the agency back to the Consultant.

H. The Consultant must supply a reasonable number of consumables, such as straps and batteries, at no additional charge.

I. The Consultant must replace damaged, lost or stolen equipment at no cost to the County.

J. The Consultant shall disclose all monitoring system failures for the proposed system that meet the following criteria:

- Occurred during the last two (2) years
- Had a duration of two or more hours
- The system was unavailable to customers to access for monitoring, enrollment, schedule adjustment, or other similar editing/modification
- Disclosure of known or reported effective tampering methods that have or will decrease system signals and/or accuracy
- Disclosure of system failures, to include: Date, Duration, Customer Impact (% of active monitoring devices affected), Reason for Outage, and Corrective Action Taken.

K. If Consultant's system has been in service less than two (2) years, provide required information for both the proposed system as well as for the previous system used.

L. Certification on all hardware, software, and monitoring center operations is highly desirable.

M. The Consultant must provide initial training and refresher training as requested for agency staff at County Department site(s), as well as necessary training and reference materials. The cost of these items shall be included in contract price.

N. Consultant software must have the ability to customize responses and interventions for participants on electronic monitoring to meet community safety needs for clients assessed as high-risk.

O. No portion of this contract shall be subcontracted out by the Consultant, including, but not limited to: monitoring equipment, operation of central monitoring computer(s), to include redundant systems, and customer support.

P. The Consultant will provide swift response times to equipment problems, such as interruptions in service, and notifications to County that problems have been resolved. Notifications shall include the dates and times that service problems began and ended and proposals to rectify problems and prevent recurrence. Such notices must be provided by the next business day following an interruption.

Requirements for Monitoring Tracking Device

<u>One-Piece Device Requirements:</u>

A. Equipment will incorporate global positioning system (GPS), radio frequency (RF), cellular, and Wi-Fi technologies, and field verification base units. Wearable devices will include tamper-resistant features, violation alerts, long battery lives with convenient charging options, and customizable monitoring and reporting schedules.

B. The tracking device must record a person's location 24 hours per day, 7 days

per week using global positioning system (GPS), radio frequency (RF), cellular, and Wi-Fi technologies. An optional home base unit shall be available for RF supervision.

C. The tracking device must have sufficient onboard intelligence to calculate its position and know its compliance status. The device itself must immediately alert the participant of any violation, including zone violation and low battery, and automatically initiate contact with the system to download the data. All notifications must be immediately submitted to the County as determined in established protocols.

D. The device must recognize and correct or provide notifications on any system errors.

E. The device must be able to detect and report if the participant attempts to tamper with the device.

F. The device must report possible tamper and low battery alerts immediately when detected.

G. The device must be lightweight and durable.

H. The device battery must be rechargeable and provide at least 36 hours of operation on a full charge.

I. The device must be waterproof (not just water resistant) to a depth of 25 feet.

J. The device must be able to collect GPS points at minimum every minute when in normal function and have the ability to increase point collections to every 15 seconds during zone violations, or if in a pursuit function.

K. The Consultant must provide actual coverage plots for the County including the rural areas of Lake Berryessa, Pope Valley, Rutherford, Deer Park, Carneros, and Angwin.

Optional Wrist-Worn GPS Device (Non-Mandatory)

Wrist-worn devices should include the following capabilities:

A. Provide location tracking utilizing stand-alone GPS technology that can fully function without the assistance of another device such as a cellular phone.

B. Sufficient onboard intelligence to calculate its position and know its compliance status. The device itself must immediately alert the participant of any violation(s), including zone violations, low battery alerts, and automatically initiate contact with the Consultant's data system to download the data. All notifications must be

immediately submitted to the County as determined by the established protocols.

C. The device must recognize, correct, and provide notifications on any system errors.

D. The device must be able to detect and report if the participant attempts to tamper with the device.

E. The device must report any possible tamper and low battery alerts when detected.

F. The device to be waterproof to a depth of 25 feet.

G. Cellular data communication utilizing the LTE network with an alternate means of communication utilizing secure wi-fi networks.

H. Ability to monitor inclusion and exclusion zones.

I. Internal battery that powers the device for a minimum of 24 hours.

J. The device must not be removed from wrist in order to charge the battery.

K. The device must be lightweight and durable.

L. The device must have tamper detection that can generate alerts if the device is removed (e.g., strap has been compromised).

M. The County is able to communicate by voice calls and/or text messages to the participant through the device.

The device must be able to collect GPS points at minimum every minute when in normal function and have the ability to increase point collections to every 15 seconds during zone violations, or if in a pursuit function.

Minimum Requirement for Web-Based Software

A. The Consultant shall provide and maintain a robust web-based software system capable of receiving, storing, and disseminating data generated by the monitoring equipment. The software must be accessible from any web-enabled computer or cellular device.

B. The Consultant shall provide County staff with credentials to log in to the website.

C. The website shall have the following capabilities:

1. Enrolling and archiving clients in the system.

2. Enter and edit client information, including zones and schedules.

3. Entering numerous schedules and zones per client.

4. View most recent and past GPS points and be able to easily determine direction of travel when points are in motion.
5. Ability to activate a pursuit function to obtain increased and consistent data points over a period of time.
6. View and process violations/alerts.
7. View event histories.
8. View and print a variety of reports, such as activity summaries, charging history, alerts by type, participant schedules, violation notifications, and device history in various formats (i.e., Microsoft Word, Microsoft Excel, PDF).
9. Easily manage agency inventory of equipment.
10. There must be a mobile access option, allowing 'in the field supervision' of tracking devices from a cellular device that is either web-based or an industry standard application. The webpage or application must allow the cellular device to view enrollee information, GPS data points, direction of travel, any violations, charging information, and schedules.
11. Create GPS zones that can:
    a. Be designated as inclusion, exclusion, or buffer zones.
    b. Be created in any custom shape (not limited to standard shapes such as circles or squares).
    c. Allow for increased monitoring/tracking of clients in buffer zones.
12. When creating or viewing zones, County staff must be able to view multiple map views, to include a standard map view and a satellite map view.
13. For zones created without an address, the software should provide an address when the staff clicks on the map. The software should also have ability to provide an address based on the latitude and longitude of collected GPS points.
14. Available reports must include a mapping report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected for a client. County personnel must be able to zoom in and out, fast-forward, and rewind when viewing the report, and be able to print the report.
15. Available reports must include a report for a single alert that includes a map (if the alert is a zone violation), the client's zones and schedules, and any comments associated with that alert. County personnel must be able to print

all reports.

16. The software must allow County personnel to request, on-demand, the current tracking information of any tracking unit, regardless of active or passive status. This request will cause the tracking unit to send its current location information to the central monitoring computer. The software must then provide a map to display the location.
17. The system must have the ability to send and record violation notifications sent by phone call, text, and email.
18. A crime report option should be available, allowing County staff to check a specific location with date and time to identify if any devices were in or around the identified area.
19. County personnel must be able to print all reports.
20. The software must allow County personnel to request, on-demand, the current tracking information of any tracking unit, regardless of active or passive status. This request will cause the tracking unit to send its current location information to the central monitoring computer. The software must then provide a map to display the location.
21. The system must have the ability to send and record violation notifications sent by phone call, text, and email.
22. A crime report option should be available, allowing County staff to check a specific location with date and time to identify if any devices were in or around the identified area.

Web Presence and Accessibility

Any web presence, including websites created, maintained, or administered for the provision of services will require approval from Napa County Information Technology Services (ITS).

A. Consultant shall ensure that any reports, and any deliverable to the Consultant be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under § 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance

with federal accessibility standards and laws and with the County's Web Content Accessibility Standards. Specifically, Consultant shall ensure that all websites, mobile applications, and digital content or services provided under this Agreement comply with the latest version of the U.S. Department of Justice's rule on Website and Mobile Application Accessibility, which currently requires conformance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

B. Consultant shall supply when requested by County documentation to evaluate current conformance with federal Web Content Accessibility Guidelines which may include, but is not limited to, a Voluntary Product Accessibility Template (VPAT).

C. Consultant shall supply when requested by County documentation to evaluate website security which may include, but is not limited to a Soc 2 Type 2, or ISO 27001.

D. Consultant required to submit a either a SOC 2 Type 2 or ISO 27001 security document, and a Voluntary Product Accessibility Template (VPAT) document upon request from the County.

Monitoring Center Requirements

A. The central monitoring computer system must include an uninterruptible power supply and a generator to supply secondary power in the event of an extended power outage.

B. The central monitoring computer must be backed up in real-time to local redundant servers and to redundant servers located at least 500 miles away.

C. Consultant must allow for unlimited calls from equipment to Consultant's monitoring computer to upload/download data.

D. Monitoring services are to be provided by the Consultant 24 hours a day, seven days a week, for all participants.

E. Consultant shall provide services associated with monitoring and reporting client activities of all clients to include:

1. **Data Maintenance & Retention** – Consultant shall maintain, retain, and be able to provide a report on all data (e.g., individual-level data and aggregate data) compiled during a client's term of monitoring/supervision, including enrollment,

curfew/schedule modification, equipment assignment and configuration, violations, equipment status, and termination.

2. **Violation Notification** –The County department will specify which events shall require violation notification. Consultant shall offer customizable methods and parameters of violation notification and shall accommodate changes and customization at the Department, officer, and client levels. Methods for notification shall include immediate, next day, next business day, email, phone, text to cell, and fax. In addition to contacting the Department, Consultant shall have the ability to contact the County's Dispatch. Consultant shall provide a secure monitoring center and facility, which always has staff physically present. The Consultant shall describe the physical security of the monitoring center facility.

Alcohol Testing Requirements

The County requires a device that can conduct transdermal alcohol testing. A secondary device that can conduct alcohol breath detection will be considered an additional option.

A. The alcohol testing device must be easily installed by County personnel after minimal training.

B. The device must utilize mechanisms that detect attempts by the client to defeat or tamper with the unit.

C. The unit must allow the tests to be administered in a variety of ways:

   1. Randomly, as generated by the computer within a time window specified by the County;

   2. "On-demand", as directed by the County via web-software interface; and

   3. At the office or client home by County staff.

D. The transdermal unit must detect and report alcohol events over a 0.00 transdermal alcohol concentration threshold.

Customer Service/Support

A. Consultant must provide customer support toll-free, 24 hours per day, 365 days per year.

B. Consultant must provide detailed information regarding the status of alerts and client location.

C. In the event that Consultant personnel do not have a web-enabled computer available, customer support shall also include client status checks and necessary updates to events schedule (County personnel will normally have access to a web-enabled computer).

D. When County personnel call the Consultant's customer support number, the call must be answered directly by a human customer support representative. Customer service representatives shall be trained and certified for the equipment and systems for which they provide support.

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EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County shall pay Consultant in accordance with the fee schedule set forth in Consultant's proposal to RFP Number PROB032601, which is hereby incorporated into this Exhibit as *Attachment B* by reference.

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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:

If any insurance required by this Agreement is written on a Claims-Made Basis, the policy shall provide coverage for all claims arising out of the performance of services under his Agreement, provided that the retroactive date is prior to or coincides with the effective date of this Agreement and is maintained without interruption. The Contractor shall maintain such claims-made coverage continuously during the term of the Agreement and for a period of not less than five (5) years following completion of services or termination of his Agreement, whichever occurs later. If the policy is canceled, non-renewed or replaced during this period, the Contractor shall obtain and maintain an extended reporting period endorsement ("tail coverage') or replacement coverage with the terms and conditions providing substantially equivalent protection. The Contractor shall provide evidence of the continued coverage or extended reporting period upon request by the County. Coverage shall not be amended to reduce the scope of coverage, limits of liability, or materially alter the terms without at least thirty days prior written notice to the County.

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.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1281

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: Agreement with Aldea Children and Family Services

RECOMMENDATION

Approve and authorize Agreement No. 270073B with Aldea Children and Family Services with a maximum compensation of $296,856, for a term through June 30, 2027, to provide therapeutic school-based services to at-risk youth and minors on probation. (Fiscal Impact: $296,856 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Aldea Children and Family Services provide an array of therapeutic and support services to at-risk youth and minors on probation. These services include mental health counseling for youth referred to the Juvenile Evening Reporting Center (ERC) and counseling and intervention services for high-risk juvenile wards attending Chamberlain High School and youth in Juvenile Hall. Aldea has the resources and expertise to provide substance abuse prevention, assessment, intervention, and treatment services for youth. The Agreement contains the following services:

Aldea provides a 0.80 FTE Case Manager to deliver behavioral health support to high-risk juvenile wards at the ERC. Open weekday evenings from Monday through Thursday, the ERC provides highly structured programming and supervision for justice-involved youth during after school hours. Aldea runs a social night on Fridays. This portion of the Agreement is funded by state juvenile realignment funds from the Youthful Offender Block Grant (YOBG) and Juvenile Probation Funding (JPF).

A 0.80 FTE Therapist provides year-round behavioral health support to high-risk wards attending Chamberlain High School and youth placed in Juvenile Hall. The purpose of the therapy is to prevent more restrictive placements by supporting youth and their families during the school year and summer months. This program serves youth on probation and is considered a best practice in changing youth behavior. Funding for this portion of the Agreement is provided using state juvenile realignment funds from JPF.

ERC staff provide cognitive behavioral training to youth. Funding for this portion of the Agreement is provided by state juvenile realignment funds from the Juvenile Justice Crime Prevention Act (JJCPA).

Aldea is a local vendor.

Requested Action:
Approve and authorize Agreement No. 270073B with Aldea Children and Family Services for the term July 1, 2026 through June 30, 2027, with a contract maximum of $296,856.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The County receives state funding through juvenile realignment funds to provide therapeutic and support services to youth: Youthful Offender Block Grant (YOBG), Juvenile Probation Funding (JPF), and the Juvenile Justice Crime Prevention Act (JJCPA).
Is the general fund affected?	Yes
Future fiscal impact:	The Agreement is for the current fiscal year.
Consequences if not approved:	If the Agreement is not approved, the Department is not able to fulfill state obligations with the Office of Youth and Community Restoration (OYCR) to provide treatment services to at-risk youth.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 270073B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Aldea Children and Family Services, a non-for-profit corporation, whose address is P.O. Box 841, Napa, CA 94558, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide therapeutic school-based services to high risk juvenile court wards and minors in Alternative School settings; mental health counseling services to youth referred to the Juvenile Evening Reporting Center; mental health and anger management group services for minors under the supervision of the Napa County Probation Department and their families; and services to youth and their families ordered in to the Juvenile Hall Camp.

B. Consultant was selected to provide professional services without a competitive process due to their expertise in therapeutic and support service and to ensure continuity of appropriate services without disruption.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2027, unless terminated earlier in accordance with this Article. 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 one (1) additional year.

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 according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Two Hundred Ninety-Six Thousand Eight Hundred Fifty Six Dollars ($296,856) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent

by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CONSULTANT
Napa County Probation	Aldea Children and Family Services
Probation Administrative Manager	Kerry Ahearn, Chief Executive Officer
212 Walnut Street	P.O. Box 841
Napa, CA 94559	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 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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.

9.22 Special Terms and Conditions. "CalAIM" refers to California's California Advancing and Innovating Medi-Cal initiative, including the Justice-Involved (JI) Reentry Initiative authorized under the Special Terms and Conditions of the state's Section 1115 demonstration and Welfare and Institutions Code sections 14184.102 and 14184.800. **"Pre-Release Services"** refers to the targeted set of Medi-Cal services authorized for eligible individuals up to 90 days prior to their release from custody.

Consultant acknowledges that the County is the payer of last resort. Consultant is required to first bill the California Medi-Cal program (either directly via Fee-For-Service or through the appropriate Medi-Cal Managed Care Plan, as applicable) for all eligible pre-release services.

Consultant agrees to strictly adhere to all applicable federal, state, and local statutes, regulations, and guidelines governing CalAIM and Medi-Cal.

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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).

Aldea Children and Family Services

By Kerry Ahearn
Kerry Ahearn, Chief Executive Officer

By
John Kniep, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By:Douglas Parker (via e-sign)
Deputy County Counsel

Date: June 11, 2026

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide, through its Children and Family Services program, the following services to COUNTY's Probation Department.

JUVENILE EVENING REPORTING CENTER (ERC)
Consultant shall provide a .80 FTE Case Manager (prevention staff) each fiscal year to provide behavioral health support to youth referred to the Juvenile Evening Reporting Center.

The center will operate Monday – Friday with hours going into the evening. Consultant shall work with Probation staff to establish a schedule during the hours of the evening reporting center. During the summer months, three to four, two-week Day Reporting Center (DRC) sessions will be staffed by one (1) Prevention Specialist and one (1) Probation staff.

SCHOOL AND JUVENILE HALL BASED SERVICES
Provide a .80 FTE Therapist (treatment staff) for Chamberlain High School and for substance use disorder screening, assessment, and evidence-based treatment in the Juvenile Hall. The .80 FTE is made up of the following:

A .70 FTE Therapist (masters' degree or equivalent) functioning as an integral part of the support team at Chamberlain High School shall assist with the provision of interventions and therapies for high risk juvenile court youth in the school-based setting. The objective of these interventions and therapies shall be to prevent more restrictive placement of these youths and to minimize education disruption. The Therapist shall use evidence-based therapy approaches (such as CBT, Motivational Interviewing, etc.).

A .10 FTE treatment counselor (Therapist or Behavioral Support Counselor) shall provide weekly substance use disorder treatment group and screening or ASAM assessment of youth in Juvenile Hall as individually indicated. Substance Use Disorder Treatment groups will be scheduled once per week in coordination with Consultant's facility schedules.

Consultant shall track all youth seen through this portion of the Agreement and shall report to County's Chief Probation Officer or designee the number of youths served, and number of sessions attended on a monthly basis. On a weekly basis, Consultant shall provide the Chief Probation Officer or designee reporting of attendance, name of youth, drug type tested along with results when known, and discharge summary report.

Consultant shall provide evidence-based Alcohol and Other Drug (AOD) treatment groups in the community, at the school site, and at the Probation Department. The Therapist shall act as a facilitator/coordinator for these groups.

TRAINING:
Consultant requires staff receive training that addresses the importance of understanding individual learning styles, and using activities, games and small groups to enhance the learning process. Such training shall be evidence-based, APPA-accredited and aligned with models that research has proven to be effective in reducing recidivism.

Participation of joint training by County and Consultant related to the Evening Reporting Center shall be reimbursed by County.

COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each 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 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

Services performed by Consultant for the following services below shall be invoiced based on actual hours worked.

- Juvenile Evening Reporting Center (ERC)
- School and Juvenile Hall Based Services
- Training

The billing rate for the above services is as follows:

Service Type/Level of Treatment	Rate
Case Manager	$ 95.00 / hour
Treatment Staff (Therapist/ Behavioral Health Counselor)	$127.00 /hour

Payment shall cover provision of case management, assessment, and group and individual treatment as defined in the Scope of Work. The FTE allocations include time for documentation, preparation, supervision, training, and care coordination with Consultant and other providers, as required to deliver the Scope of Work.

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum of $296,856.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1479

TO: Board of Supervisors

FROM: Kris Keeley, Public Defender

REPORT BY: Jessica Calderon-Carlin, Legal Office Manager

SUBJECT: Agreement No. 270108B with Axon Enterprises, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 270108B with Axon Enterprise, Inc., for a cloud based Digital Evidence System for a ten-year term with annual price escalators; and approval of a waiver of competitive bidding requirements and sole source award. (Fiscal Impact: $52,558 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Axon Enterprise, Inc. (Axon), an Arizona corporation, provides Justice Premier, a cloud-based Digital Evidence Management System (DEMS) that enables the secure receipt, storage, and sharing of discovery and other case related items for criminal cases. Through this system, law enforcement agencies submit digital evidence directly to the District Attorney's Office who then provides discovery to the defense.

In April 2023, Napa County Information Technology Services entered into an agreement with Axon on behalf of the District Attorney's Office to streamline and centralize digital evidence storage using Axon's Evidence.com platform. The Napa County Sheriff's Office also utilizes Axon services, and Axon remains the only solution that provides countywide access to digital evidence uploaded by county law enforcement agencies. Based on this exclusivity and Axon's existing contracts with county law enforcement partners, Axon qualifies as a sole source provider.

The Axon Justice Premier software offers several enhanced features that will provide the Public Defender's Office with the same access that the District Attorney's Office's has concerning digital evidence, including:

- Pro licenses for all Department staff (currently limited in number)
- Multi-camera video playback

- Axon transcription assistant tools
- Ability to play third-party video formats directly from Evidence.com
- Automated redaction tools
- Axon Citizen, enabling staff to receive files directly through a secure upload link
- Advanced discovery tools supporting full Brady disclosure compliance
- Unlimited secure cloud storage for attorneys and investigators

Six law enforcement agencies in Napa County and the District Attorney's Office currently use Axon. Adoption of Axon Justice Premier by the Public Defender's Office will permit the same access to discovery and digital files that the District Attorney's Office currently has which will significantly reduce time previously required to deliver and access evidence through paper reports, files, flash drives, CDs, DVDs, and email.

Justice Premier provides standardized file formats, tools to trim audio and video for efficient review, time-stamped metrics, tagging for relevant incident segments, and automated redaction of faces and license plates. The system can also generate transcriptions of interviews, 911 calls, and jail calls, and includes tools to improve audio and image clarity. Unlimited cloud storage ensures long-term retention of case files and consistent access even as attorney assignments change. Justice Premier maintains a complete chain of custody from the time evidence is received, reducing risks related to misplaced evidence, or undocumented edits. Original file formats remain intact, with all enhancements performed on copies.

Axon meets all FBI Criminal Justice Information System (CJIS) and California Law Enforcement Telecommunications System security requirements, including U.S. based storage, controlled access, and protections against data breaches. The system provides 24/7 technical support, controlled evidence access, and the ability to recover deleted files within seven days. It supports most standard file types without requiring proprietary formats, offering reliable, secure digital evidence infrastructure for the County.

This agreement is for ten-years with annual cost increases. The first year the agreement will cost approximately $52,558.00.

Requested Action:

1. Approve and authorize the Chair to sign Agreement No. 270108B with Axon Enterprises Inc. in the total amount of $548,460.00 for the term of August 1, 2026 through to July 31, 2035 for a subscription to the Axon Justice Premier Digital Evidence System (DEMS) including software licenses; and

2. Approve a waiver of competitive bidding and sole source award to Axon Enterprises Inc. of Scottsdale, Arizona.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Public Defender's Budget 1000-1320000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement with Axon Enterprises streamlines the Public Defender's discovery intake and review. Its advanced tools including automated transcription, redaction, and unlimited cloud storage will improve efficiency, accuracy, and timely processing for court hearing.
Is the general fund affected?	Yes
Future fiscal impact:	The total cost of the agreement over 10 years is $548,460. The cost for FY 2025-26 is $52,558. Future payments will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the Public Defender's office will continue to rely on external transcription/translation services and require additional time to sort through digital data relating to cases.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

Napa County Agreement No. 270108B

Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

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7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Justice Implementation, Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

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Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Signed by: Robert Driscoll 55DAEBB131A4424...

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 7/16/2026 | 10:16 AM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
NAPA COUNTY OFFICE OF COUNTY COUNSEL

By: *Douglas Parker (via e-sign)*
Date: July 8, 2026

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

    e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Bodycameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Axon Evidence.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Axon Justice Implementation**. Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes**:**

System set up and configuration • Axon performs discovery to understand and document the Agency's needs.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

• Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.
Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

16. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
   - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

or any related software;

4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time (**"API Update"**). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

FUSUS APPENDIX

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Community Link Terms of Use Appendix

1. Definitions.

1.1. "**Community Link**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between Community Link and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "Community Link Customer Content" which means data, including Recipient Contact Information, provided to Community Link directly by Customer or at their direction, or by permitting Community Link to access or connect to an information system or similar technology. Community Link Customer Content does not include Community Link Non-Content Data.

1.3.2. "Community Link Non-Content Data" which means data, configuration, and usage information about Customer's Community Link tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using Community Link or responding to a Community Link Survey. Community Link Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. Community Link Non-Content Data does not include Community Link Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to Community Link Survey.

1.4. "**Community Link Data**" means

1.4.1. "Community Link Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within Community Link.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. Access. Upon Axon granting Customer a subscription to Community Link, Customer may access and use Community Link to store and manage Community Link Customer Content, and applicable Community Link Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. IP address. Axon will not store survey respondents' IP address.

4. Customer Owns Community Link Customer Content. Customer controls or owns all rights, titles, and interests in Community Link Customer Content. Except as outlined herein, Axon obtains no interest in Community Link Customer Content, and Community Link Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting Community Link Customer Content. Axon will only have access to Community Link Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Community Link Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Community Link and other Axon products.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of Community Link is subject to the Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Community Link Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including Community Link and related services; and (c) enforce this Agreement or policies governing the use of Community Link or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of Community Link Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of Community Link Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses Community Link Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within Community Link Customer Content. If in regard to Community Link Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to Community Link Customer Content.** With regard to the processing of Community Link Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding Community Link Customer Content; (b) receives a complaint or request from a third party

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to Community Link Customer Content or the Processing or protection of Community Link Customer Content. Axon shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share Community Link Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting Community Link to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of Community Link during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an Community Link Agreement will not result in the removal or modification of previously shared Community Link Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring Community Link Customer Content is appropriate for use in Community Link. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only Community Link Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide Community Link Customer Content to Axon;

    18.4. Immediately notify Axon if Community Link Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of Community Link Customer Content in the event Customer requests to un-share previously shared Community Link Customer Content;

19. **Prior to enrollment in Community Link.** Prior to enrolling in Community Link, Customer will:

    19.1. determine how to use Community Link in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what Community Link Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what Community Link Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities.** Customer is responsible for:

    20.1. ensuring no Community Link Customer Content or Customer End User's use of Community Link Customer Content or Community Link violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of Community Link. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Community Link. Customer will also maintain the security of End User's

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usernames and passwords and security and access by End Users to Community Link Customer Content. Customer is responsible for ensuring the configuration and utilization of Community Link meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Community Link Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Community Link immediately upon notice, if Customer or End User's use of or registration for Community Link may (a) pose a security risk to Axon products including Community Link, or any third-party; (b) adversely impact Community Link, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete Community Link Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **Community Link Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of Community Link;

    22.2. reverse engineer, disassemble, or decompile Community Link or apply any process to derive any source code included in Community Link, or allow others to do the same;

    22.3. access or use Community Link with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in Community Link, except as expressly permitted in this Agreement;

    22.5. access Community Link to build a competitive product or service or copy any features, functions, or graphics of Community Link;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Community Link; or

    22.7. use Community Link to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Docusign Envelope ID: 9DF0F01E-0E67-8F25-8238-3025520D9BE2

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of Community Link may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. Community Link may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-877787-46205MK

Issued: 07/02/2026

Quote Expiration:

Estimated Contract Start Date: 08/01/2026

Account Number: 671847

Payment Terms: N30

Mode of Delivery: eDelivery

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Napa County (CA) Public Defender's Office 1125 Third St Napa, CA 94559-3015 USA	Napa County (CA) Public Defender's Office 1125 Third St Napa CA 94559-3015 USA Email:	Molly Kinsella Phone: 4808055496 Email: mkinsella@axon.com Fax:	Kris Keeley Phone: (707) 253-4442 Email: kristen.keeley@countyofnapa.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$548,460.00
ESTIMATED TOTAL W/ TAX	$548,460.00

Discount Summary

Average Savings Per Year	$86,292.24
TOTAL SAVINGS	$862,922.40

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Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	$52,557.06	$0.00	$52,557.06
Aug 2027	$46,859.35	$0.00	$46,859.35
Aug 2028	$48,733.73	$0.00	$48,733.73
Aug 2029	$50,683.08	$0.00	$50,683.08
Aug 2030	$52,710.40	$0.00	$52,710.40
Aug 2031	$54,818.81	$0.00	$54,818.81
Aug 2032	$57,011.57	$0.00	$57,011.57
Aug 2033	$59,292.03	$0.00	$59,292.03
Aug 2034	$61,663.71	$0.00	$61,663.71
Aug 2035	$64,130.26	$0.00	$64,130.26
Total	**$548,460.00**	**$0.00**	**$548,460.00**

Quote Unbundled Price:	**$1,411,550.40**
Quote List Price:	**$616,070.40**
Quote Subtotal:	**$548,460.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00031	JUSTICE PREMIER PLUS PLAN	28	120	$415.64	$178.89	$161.00	$540,960.00	$0.00	$540,960.00
A la Carte Services									
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	1		$15,000.00	$7,500.00	$7,500.00	$0.00	$7,500.00
Total							**$548,460.00**	**$0.00**	**$548,460.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
JUSTICE PREMIER PLUS PLAN	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	101866	AXON BRIEF ONE FOR JUSTICE	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	101905	POLICY CHAT	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	101966	AXON UNLIMITED SMART DETECTION	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	102525	MOBILE DEVICE EXTRACTION VIEWER	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	102610	AXON COMMUNITY LINK	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	28	08/01/2026	07/31/2036
JUSTICE PREMIER PLUS PLAN	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	28	08/01/2026	07/31/2036

Services

Bundle	Item	Description	QTY
JUSTICE PREMIER PLUS PLAN	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	28
A la Carte	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1125 Third St	Napa	CA	94559-3015	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	S00031	JUSTICE PREMIER PLUS PLAN	28	$45,057.06	$0.00	$45,057.06
Invoice Upon Fulfillment	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$7,500.00	$0.00	$7,500.00
Total				**$52,557.06**	**$0.00**	**$52,557.06**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	S00031	JUSTICE PREMIER PLUS PLAN	28	$46,859.35	$0.00	$46,859.35
Total				**$46,859.35**	**$0.00**	**$46,859.35**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	S00031	JUSTICE PREMIER PLUS PLAN	28	$48,733.73	$0.00	$48,733.73
Total				**$48,733.73**	**$0.00**	**$48,733.73**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	S00031	JUSTICE PREMIER PLUS PLAN	28	$50,683.08	$0.00	$50,683.08
Total				**$50,683.08**	**$0.00**	**$50,683.08**

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	S00031	JUSTICE PREMIER PLUS PLAN	28	$52,710.40	$0.00	$52,710.40
Total				**$52,710.40**	**$0.00**	**$52,710.40**

Aug 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	S00031	JUSTICE PREMIER PLUS PLAN	28	$54,818.81	$0.00	$54,818.81
Total				**$54,818.81**	**$0.00**	**$54,818.81**

Aug 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	S00031	JUSTICE PREMIER PLUS PLAN	28	$57,011.57	$0.00	$57,011.57
Total				**$57,011.57**	**$0.00**	**$57,011.57**

Aug 2033						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 8	S00031	JUSTICE PREMIER PLUS PLAN	28	$59,292.03	$0.00	$59,292.03
Total				**$59,292.03**	**$0.00**	**$59,292.03**

Aug 2034						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 9	S00031	JUSTICE PREMIER PLUS PLAN	28	$61,663.71	$0.00	$61,663.71
Total				**$61,663.71**	**$0.00**	**$61,663.71**

Aug 2035						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 10	S00031	JUSTICE PREMIER PLUS PLAN	28	$64,130.26	$0.00	$64,130.26
Total				**$64,130.26**	**$0.00**	**$64,130.26**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/2/2026

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1257

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, P. E., Engineering Supervisor

SUBJECT: Resolution approving Amendment 1 to Cooperation Agreement 240371B with Caltrans to review the Plans, Specifications and Estimate for the Napa Valley Vine Trail - Yountville through St. Helena Gap Closure Project, RDS 23-19

RECOMMENDATION

Adopt a Resolution to approve and authorize an amendment, substantially in the form of Amendment No. 1 to Cooperation Agreement No. 240371B with Caltrans to review the Plans, Specifications and Estimate (PS&E) for the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project. (No Fiscal Impact)

BACKGROUND

Congressman Thompson included $4 million of Community Project Funding (CPF) in the federal fiscal year 2023-2024 budget to complete the planning, engineering, and environmental work of over 10 miles of Class I and Class III multiuse path between the existing Vine Trail paths in Yountville and St. Helena. This funding has helped Napa County to be closer to “shovel ready” and submit more competitive grant applications.

On April 23, 2024, the Board adopted Resolution 2024-38 for approval of Cooperation Agreement No. 240371B (Caltrans No. 04-2979) with Caltrans to review the Project Approval & Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), and Right-of-way (ROW) phases of the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project.

On June 4, 2024, the Board adopted Resolution 2024-57 for approval of a revised Cooperation Agreement that included new sections regarding funding, invoicing, and payments. The invoicing text eliminated the need for County staff to process an invoice from Caltrans and then request reimbursement from Caltrans.

When Caltrans and Napa County staff prepared the Funding Summary in Agreement 240371B, they included $3,600,000 for the PA&ED and PS&E Phases with the understanding that they would amend the Agreement at a future date to add the remaining $400,000 of Community Projects Funding to the PS&E Phase. It is anticipated that Napa County will complete the PA&ED Phase in July 2027 with the Board’s certification of an

Environmental Impact Report. Caltrans Project Management Unit staff could not withdraw obligated Community Project Funding for Caltrans expenses and want to add invoicing text back into the Cooperation Agreement so that Caltrans staff can invoice Napa County, and County staff will pay the Caltrans invoices and then request reimbursement from Caltrans Local Assistance Unit staff.

Recommended Action:

Adopt the Resolution and approve the Amendment to Cooperation Agreement 240371B for the PS&E Phase of the Napa Valley Vine Trail - Yountville through St. Helena Gap Closure Project, RDS 23-19.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	On November 7, 2023, the Board approved a budget amendment to transfer $2.5 million from the Accumulated Capital Outlay (ACO) budget (Fund3000, Sub-Division 3000000) to Project 24012 (Fund 2040, Sub-Division 2040500, Account 52310).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Napa Valley Vine Trail is a public amenity that reduces vehicle trips and promotes health and wellness. If Napa County does not amend the agreement, then the County will lose $400,000 in CPF grant funding and not have a competitive grant application and construction will begin later at a higher cost.
Is the general fund affected?	No
Future fiscal impact:	If the County obtains grant funding for the construction, then the County would be responsible for maintaining the portion of the trail between the Town of Yountville and the City of St. Helena Limits. In the Maintenance Agreement for the St. Helena to Calistoga Segment, the County and the Napa Valley Vine Trail Coalition (NVVTC) share the cost. It is anticipated that the County and NVVTC will enter a similar agreement for the Yountville to St. Helena Segment.
Consequences if not approved:	There is a risk that the $400,000 in grant funding would not be expended on the Project and the NVVTC and County would need to find some other source of funding for this section of the Vine Tail.
Additional Information	Strategic initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. The County would be responsible for preparing and adopting a CEQA document, such as an Environmental Impact Report, for this segment of the Napa Valley Vine Trail Project.

RESOLUTION NO. 2026-___

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT 1 TO COOPERATIVE AGREEMENT 04-2979 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Napa Valley Vine Trail is a proposed 47-mile class 1 path from the Vallejo Ferry Terminal to the City of Calistoga; and

WHEREAS, Napa County wishes to build the 11-mile-long segment of the Napa Valley Vine Trail from the Town of Yountville through the City of St Helena ("Project") utilizing California Department of Transportation ("Caltrans") right of way along State Route 29; and

WHEREAS, Napa County is proposing to construct roughly 4.3 miles of the Project within the Caltrans right of way on State Route 29; and

WHEREAS, Caltrans requires the execution of a Cooperation Agreement for all transportation projects on the State Highway System; and

WHEREAS, the Board authorized the Chair to execute CalTrans Agreement No. 04-2979 / Napa County Agreement 240371B on April 23, 2024, pursuant to Napa County Resolution No. 2024-38, CalTrans indicated it needs to make some minor changes to the agreement;

WHEREAS, CalTrans indicated it needs to make some minor changes to the agreement and the Board authorized the Chair to execute a revised Agreement No. 04-2979 on April 23, 2024, pursuant to Napa County Resolution No. 2024-38;

WHEREAS, Caltrans and Napa County Department of Public Works staff desire to enter into an amendment to Agreement No. 04-2979 / 240371B whereby the County will add funding for the Plans, Specifications, and Estimate Phase of the Project for Caltrans; and

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors, that the Chair is authorized to execute an amendment to cooperative agreement 04-2979 / 240371B with CalTrans for the segment of the Vine Trail from the Town of Yountville through the City of St Helena, substantially in the form of Amendment 1 to Agreement 04-2979 / 240371B along with any minor changes that do not materially affect the scope or cost of the agreement.

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: June 30, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

AMENDMENT NO._1_ TO AGREEMENT __04-2979__

This Amendment No. _1_ (AMENDMENT) to Agreement _04-2979_ (AGREEMENT), executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Napa, a political subdivision of the State of California, referred to hereinafter as NC.

RECITALS

1. CALTRANS and NC, collectively referred to as PARTIES, entered into AGREEMENT on ___July 12, 2024___, defining the terms and conditions for *constructing approximately 11 miles of Class I and Class III bicycle facilities in Napa County and will relocate the "Welcome to Napa" sign located along southbound SR-29 at post mile 19.00 to 29.25*, referred to as PROJECT.

2. The AGREEMENT established $1,700,000 in LOCAL-FEDERAL HIP funds contributed by NC for PS&E phase. The AGREEMENT established spending of $1,700,000 HIP funds by NC and $0 HIP Fund by CALTRANS for PS&E phase. The AGREEMENT did not establish invoicing language to reimburse CALTRANS assigned tasks. The AGREEMENT did not establish agreement funded PS&E tasks assigned to Caltrans.

3. PARTIES now seek to increase the LOCAL-FEDERAL HIP funds provided by NC from $1,700,000 to $2,300,000 , increase spending by NC from $1,700,000 to $1,900,000 HIP funds and increase spending by CALTRANS from $0 to $400,000 HIP Fund for PS&E phase.

   PARTIES also seek to update funded tasks and invoicing language to allow for CALTRANS to seek deposit for PAED and PSE assigned tasks and invoice for completed work.

   PARTIES now seek to assign (list WBS) agreement funded PS&E tasks to Caltrans.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 51 in the AGREEMENT is replaced in its entirety to read as follows:

   CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
205.xx.xx U.S. Army Corps of Engineers Permit (404), U.S. Fish and Wildlife Service/National Marine Fisheries Service Approval, Regional Water Quality Control Board 401 Permit, Update Environmental Commitments Record	Yes
230.xx.xx Water Pollution Control Plan and specifications, Updated Storm Water Data Report, Other Reviews and Project Information Updates	Yes
235.xx.xx Biological and Other Environmental Mitigation Products	Yes
255.xx.xx Updated Technical Reports and Plans, Specifications and Estimate Products	Yes
260.xx.xx Environmental Certification and Ready To List Products	Yes

2. A revised FUNDING SUMMARY No. 02 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY No. 02 attached herein. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

NAPA COUNTY

Project Manager: Graham Wadsworth, PE

Phone Number: 707-259-8331

E-mail: graham.wadsworth@countyofnapa.org

Billing Address: 1195 Third Street, Suite 101

Napa, CA 94559

CALTRANS

Project Manager: Daniel Y. Chang

Phone Number: (510) 421-9744

E-mail: Daniel.y.chang@dot.ca.gov

SIGNATURES

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Rui (Ricky) Gao,
Acting District Deputy Director
Division of Program/Project Management

VERIFIED OF FUNDS & AUTHORITY:

By: _____
Jeffrey Kuehnel
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Percy Ramil
HQ Accounting Supervisor

NAPA COUNTY

By: _____
Amber Manfree,
Chair of the Board of Supervisors

Attest: _____
Neha Hoskins
Clerk of the Board of Supervisors

By: Ryan FitzGerald
Ryan FitzGerald,
County Counsel, Deputy

FUNDING SUMMARY NO. 02

FUNDING TABLE

v. 112

IMPLEMENTING AGENCY→			NC	NC	NC		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
LOCAL-FEDERAL	NC	HIP	1,700,000	2,300,000	0	0	4,000,000
LOCAL	NC	Local	0	1,300,000	195,993	0	1,495,993
Totals			1,700,000	3,600,000	195,993	0	5,495,993

v 2221

SPENDING SUMMARY

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	Totals
	CALTRANS	NC	CALTRANS	NC	CALTRANS	NC	NC	
LOCAL - HIP	170,000	1,530,000	400,000	1,900,000	0	0	0	4,000,000
Local	0	0	0	1,300,000	0	195,993	0	1,495,993
Totals	170,000	1,530,000	400,000	3,200,000	0	195,993	0	5,495,993

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

   That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

   Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

   In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NC will pay invoices within five (5) calendar days of receipt of invoice.

6. If NC has received EFT certification from CALTRANS then NC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Approval and Environmental Document (PA&ED)

8. CALTRANS will invoice NC for a $170,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) months' estimated costs.

   Thereafter, CALTRANS will invoice and NC will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

9. CALTRANS will invoice NC for a $50,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months' estimated costs.

   Thereafter, CALTRANS will invoice and NC will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

10. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

11. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1303

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Amanda Griffis, Supervising Environmental Resource Specialist

SUBJECT: Garbage Zone One Service Area Expansion Amendment and Resolution

RECOMMENDATION

Approve and authorize Amendment No. 5 to Franchise Agreement No. 180215B with Napa County Recycling and Waste Services (NCRWS); and adopt a Resolution defining modified boundaries of the Garbage Zone One franchise zone. (Fiscal Impact: $4,800 Revenue; Garbage Zone One budget; Budgeted; Discretionary)

BACKGROUND

In 1997, the Board of Supervisors added Chapter 8.48 to the Napa County Code of Ordinances pertaining to solid waste franchises. Section 8.48.030 provides that the Board may, by resolution, define the boundaries of the franchise zones within the unincorporated area of the county for the handling, collection, transportation and disposal of solid waste in order to promote health, safety, and welfare and to protect the environment in the sparsely populated and rural area of Napa County.

Napa County Recycling and Waste Services (NCRWS) provides service in the area identified as franchise Zone One. There are currently 4,400 residential and 313 commercial customers in Zone One. The proposed expansion of the franchise service area will add an additional 20 residential and 10 commercial customers. Approval of the expanded Zone One boundary would bring these additional customers into Zone One and guarantee landfill, organics and recycling service.

When first adopted in 2005, franchise Zone One included most of the areas that are proposed to be added to the franchise area. These areas were removed from the franchise zone in 2013 at the request of NCRWS and are currently being served by Recology American Canyon (Recology). Recology notified NCRWS of its plans to discontinue providing service to County customers that were not covered by their franchise agreement with the City of American Canyon. NCRWS would like to provide the service to these customers.

There is a historically non-franchised area that is proposed to be added into the franchise area. It is the area to the east of the city limits of the City of American Canyon and just south of the City of Napa limits. It is largely undeveloped. Customers would be negatively impacted if a service provider was not willing to service the area. Bringing this area into franchise Zone One will ensure landfill, organics and recycling services for residential and commercial customers in the area.

The expanded Zone One will include clusters of residential and commercial collection within the unincorporated areas near Green Island Road, American Canyon Road, Lynch Road and Watson Lane. A map delineating the proposed expanded Zone One is attached as Exhibit D-1 of the Resolution.

The adjustments to franchise Zone One are as follows:

The boundaries of the entirety of Zone One are identified in the new legal description that is attached and incorporated as Exhibit D-1 of the Resolution and Amendment adjusting the Service Area.

The new areas added to Zone One are those shaded in hatched blue as identified on the map attached by reference as Exhibit D-1 of the Resolution and Amendment adjusting the Service Area.

The County receives franchise fee revenue that equals 10% of the gross revenue collected by NCRWS. Franchise fee revenue is currently estimated to be an average of $69,591 monthly and is recorded in the Zone 1 Garbage special revenue fund. The franchise fees are utilized to reimburse the County for expenses incurred related to franchise Zone 1. This includes public education, business assistance for compliance with state recycling laws and monitoring needed to ensure compliance with state recycling laws. This action would increase the County's franchise fee revenue by 0.57%, or approximately $4,800 a year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Zone One, Subdivision 2180000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approving the franchise Zone One expansion allows for an increase in franchise fee revenue consistent with the terms of the franchise agreement. Fees are used to offset costs incurred by the County on behalf of franchise Zone one rate payers.
Is the general fund affected?	No

Future fiscal impact:	The County receives franchise fee revenue that equals 10% of the gross revenue collected by NCRWS. Franchise fee revenue is currently estimated to be approximately $69,591 monthly and is recorded in the Zone 1 Garbage special revenue fund. The franchise fees are utilized to reimburse the County for expenses incurred related to franchise Zone One. This action would increase the County's franchise fee revenue by 0.57%, or approximately $4,800 per year.
Consequences if not approved:	The County will not receive the 0.57% increase in franchise fee revenue generated by the proposed franchise Zone One expansion to offset costs incurred by the County on behalf of franchise Zone One rate payers.
Additional Information	Strategic Initiative: Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 5 TO NAPA COUNTY AGREEMENT NO. 180215B

FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLABLE MATERIALS, AND GREEN WASTE COLLECTION BETWEEN COUNTY OF NAPA AND NAPA RECYCLING AND WASTE SERVICES, LLC

THIS AMENDMENT NO. 5 ("Amendment No. 5") OF NAPA COUNTY AGREEMENT NO. 180215B is made and entered into in Napa County, California, this _____ day of _____, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Napa County Recycling and Waste Services, LLC, a Limited Liability Company whose address is 3216 Vichy Avenue Napa, CA 94558, hereinafter referred to as "Contractor." Collectively, County and Contractor may be referred to in this Amendment as "Parties."

RECITALS

WHEREAS, on or about May 3, 2005, the Parties entered into Napa County Agreement No. 6431 entitled "Franchise Agreement for Solid Waste, Recyclable Materials, and Green Waste Collection" (the "Prior Contract") where the Contractor agreed to provide solid waste collection and recycling services for the Zone 1 area of Napa County; and

WHEREAS, on or about October 18, 2005, the Parties entered into "Napa County Agreement No. 6431, Amendment No. 1", in order to modify and clarify certain terms and conditions of the Prior Contract; and

WHEREAS, on or about July 21, 2015, the Parties entered into "Amendment No. 2 of Napa County Agreement No. 6431", in order to modify and clarify certain terms and conditions of the Prior Contract; and

WHEREAS, on or about December 19, 2017, the Parties entered into the "Amended and Restated Franchise Agreement Napa County Agreement No. 6431, Amendment No. 3 [renamed by the Clerk of the Napa County Board of Supervisors as 180214B]" (this "Agreement"), in order to replace, supersede and amend the Prior Contract and its amendments; and

WHEREAS, on or about October 22, 2019, the Parties entered into the "Amended and Restated Franchise Agreement Napa County Agreement No. 6431 (Re-numbered on December 19, 2017 as "180215B") Amendment No. 4, in order to replace, supersede, and amend the Prior Contract and its amendments; and

WHEREAS, the Parties now desire to amend the Agreement to revise the Collection Services Area to reflect with Zone 1's changed boundaries.

TERMS

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend Agreement No. 180215B as follows:

1. Exhibit D "Collection Services Area" is hereby rescinded and replaced in full by Exhibit D-1 "Collection Services Area," attached to this Amendment No. 5 to the Agreement, said Exhibit being incorporated herein by this reference.

2. All references to "Exhibit D" in the Agreement are hereby revised to read "Exhibit D-1".

3. The definition of "Collection Services Area" provided Article 1 "Definitions" beginning at line 175 is hereby revised to read:

   "Collection Services Area" means the territory identified within County unincorporated area, as described in Exhibit D-1, and as such territories may change from time to time due to annexations or other means (in which case this Agreement and Exhibit D-1 will be amended to reflect the change in territory or boundary). Notwithstanding the forgoing, if the Paoli/Watson Lane Annexation Project results in the annexation of the unincorporated Paoli Loop/Watson Lane area (as described in American Canyon City Council Resolution 2025-64) by the City of American Canyon, the Paoli Loop/Watson Lane area shall be excluded from the "Collection Services Area" with immediate effect and without the need for further amendment to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment No. 5 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

Napa County Recycling and Waste Services, LLC

By _____
Greg Kelley
Managing Member/Operation Manager

NAPA COUNTY, a political subdivision of the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: June 5, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Exhibit D-1

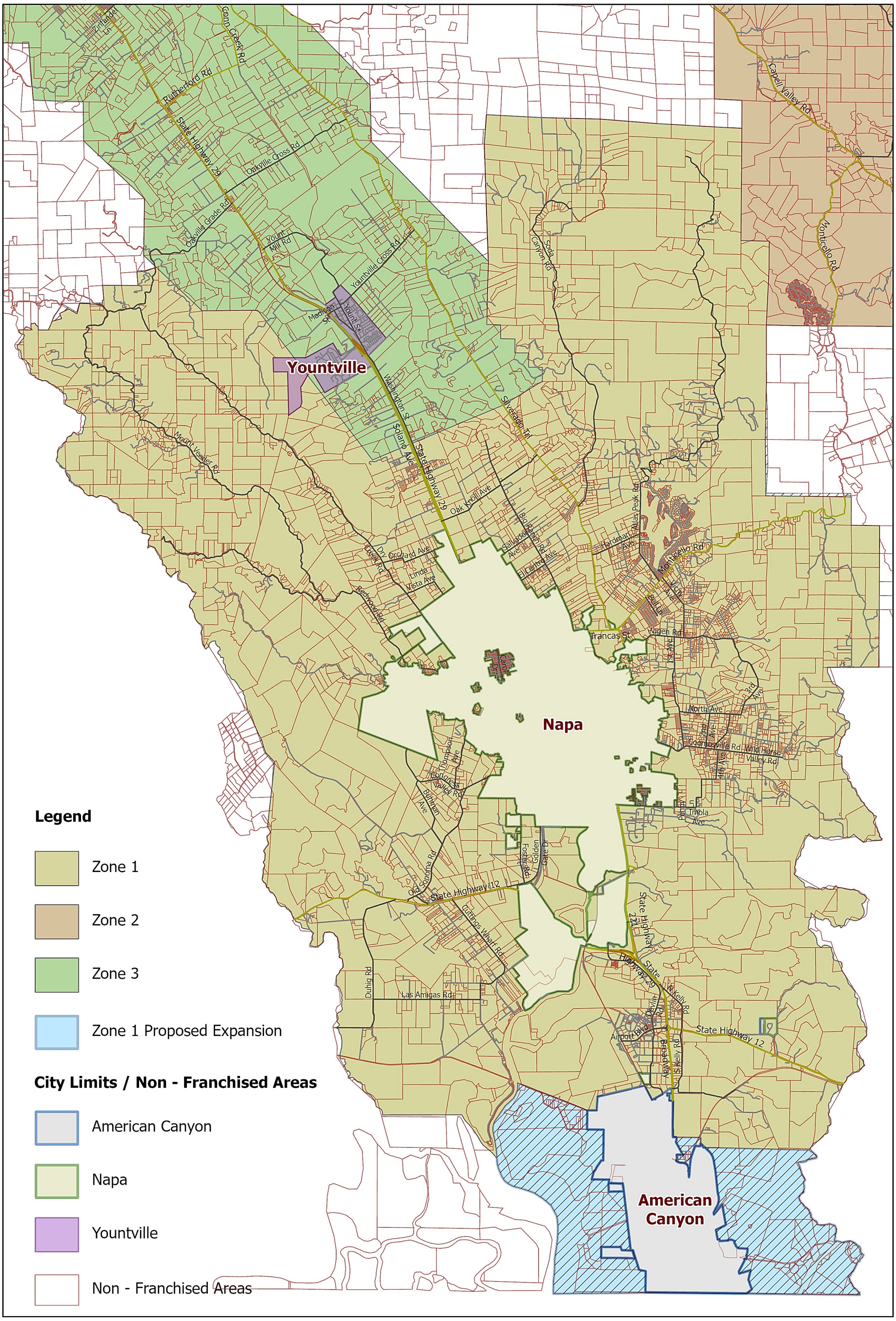
Legal Description - Collection Services Area

Being an area within a portion of Napa County, California, and more particularly described as follows:

Beginning at the point formed by the intersection of the centerline of the “Napa River” with the centerline of the drainage facility known as “Mud Slough”; thence northwesterly along the centerline of said “Mud Slough” to the point formed by the intersection of the centerline of said “Mud Slough” with the boundary line separating Sections 8 and 17, T4N, R4W, M.D.M.; thence westerly, along the southerly line of said Sections 8 and 7 to the intersection of the southerly line of said Section 7 with the County boundary line separating Napa and Sonoma Counties; thence northerly, along said County boundary line to a point lying due West from the southwest corner of Napa County Assessor's Parcel No. (hereinafter "APN") 047-010-030; thence leaving said County boundary line North 3° 30' East, 6,200 feet to the most easterly corner of APN 050-372-009; thence North 39° 37' West, 1,289 feet; thence North 19° 52' West, 2,417 feet; thence North 22° 21' West, 2,236 feet; thence South 49° 14' West, 50 feet to the intersection with said County boundary line; thence northerly along said Napa and Sonoma County boundary line to the south line of Section 36, T7N, R6W, thence along said south line South 89° 57' East, 1,151 feet; thence leaving said south line North 00° 11' West, 599 feet; thence North 87° 43' East, 184 feet; thence North 75° 55' East, 167 feet; thence South 48° 53' East, 74 feet; thence South 18° 45' East, 32 feet; thence South 30° 17' East, 126 feet; thence South 54° 25' East, 82 feet; thence South 49° 13' East, 175 feet to a point on the east line of said Section 36; thence along said east line South 00° 03' East, 299 feet to the southerly corner common to said Section 36 and Section 31, T7N, R5W; thence along the south line of said Section 31 North 89° 54' East 960 feet; thence North 20° 00' East, 1376 feet; thence North 36° 00' East, 535 feet; thence North 32° 15' East, 861 feet; thence South 60° 00' East, 1,583 feet; thence North 16° 12' East, 1,030 feet to the east-west center section line of said Section 31; thence east along said center section line, and the center section line of Section 32, 2,270 feet to the southeast corner of the southwest one-quarter of the northwest one-quarter of said Section 32; thence along the west line of said southwest one-quarter North 05° 27' West, 1,337 feet to the northeast corner thereof; thence North 86° 27' East, 1,964 feet; thence North 86° 27 East, 1,320 feet; thence North 02° 00" West, 1,476 feet; thence West 659 feet; thence North 72° 47' East 1,250 feet to the intersection with the boundary of Garbage Zone 3; thence along last said boundary the following eight courses: southeasterly 5,900 feet to the northwest corner of Section 3, T6N, R5W, thence easterly along the north line of said Section 3, to the northeast corner thereof;

thence southeasterly to the intersection of the Range line between R4W and R5W, with the westerly extension of a line drawn 200 feet southerly of, and parallel with, the centerline of the County road known as Trubody Lane; thence North 67° East, along a line lying 200' southerly of, and parallel with, the centerline of said Trubody Lane, and the easterly extension thereof, to the intersection with the centerline of the County road known as Silverado Trail; thence northeasterly to the southwest corner of Section 3, T6N, R4W, said corner also being an angle point in the boundary of the Yajome Rancho Grant Line as shown on the map on file in the office of the Napa County Recorder in Book A of Patents, at Page 72, entitled "Plat of the Rancho Yajome"; thence northwesterly along said Grant Line to the northwest corner of Section 4, thence along the west line of Section 33, T7N, R4W to the northwest corner of the southwest one-quarter of the southwest one-quarter of said Section 33; thence leaving the said Grant Line, continuing northerly along the west line of said Section 33 to the northwest corner thereof; thence leaving the boundary line of Garbage Zone 3, continuing northerly, along the west line Sections 28, 21, and 16, to the west one-quarter corner of said Section 16; thence easterly along the east-west center section line of Sections 16, 15, 14, and 13 to the east quarter corner of said Section 13; thence east along the east-west center section line of Section 18, T7N R3W, to the center of said Section 18; said center of section also being a point on the west boundary of Garbage Zone 2; thence along the Garbage Zone 2 boundary the following three courses: thence southerly along the north-south center section line of Sections 18, 19, and 30 to the center of said Section 30; thence easterly to the east quarter corner of said Section 30; thence southerly along the east line of Sections 30 and 31 to the southeast corner of said Section 31; thence leaving said Garbage Zone 2 boundary, continuing southerly along the east line of Sections 6, 7, and 18, T6N, R3W, to the southeast corner of said Section 18; thence easterly along the north line of Sections 20 and 21 to the north quarter corner of said Section 21; thence southerly to the center of said Section 21; thence easterly to the east quarter corner of said Section 21; thence southerly along the east line of Sections 21, 28, and 33 to the southeast corner of said Section 33, said corner being further described as a point on the County boundary line separating Napa and Solano Counties; thence southerly and westerly along the easterly and southerly lines of last said County boundary to a point in the centerline of the "Napa River", thence northerly along said centerline to the point of beginning.

EXCEPTING THEREFROM, any and all lands lying and being within the incorporated limits of the City of American Canyon and the City of Napa, as said limits now or may hereafter extend. There shall further be excepted from such “Expanded Garbage Zone One" the area encompassed within the limits of any other city as may hereafter be incorporated therein.



Garbage Zone 1 Proposed Expansion

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

0 0.5 1 2 Miles

Spatial Reference
Name: NAD 1983 StatePlane
California II FIPS 0402 Feet

A Tradition of Stewardship
A Commitment to Service

County of Napa

Planning, Building, and Environmental Services

Revised Date: 05/07/2026

RESOLUTION NO. 2026-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, TO ADJUST THE COLLECTION AND SERVICE AREA FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE, RECYCLABLE MATERIALS AND ORGANIC MATERIALS APPLICABLE TO ZONE ONE

WHEREAS, the California Integrated Waste Management Act of 1989 (Public Resources Code sections 40000 et seq.) requires local agencies to make adequate provision for Solid Waste handling within their jurisdictions; and

WHEREAS, Section 8.48.030 of the Napa County Code of Ordinances provides that the Board of Supervisors of the Napa County ("County") may, by resolution, define the boundaries of the solid waste collection franchise zones within the unincorporated area of the County, other than those areas with the jurisdiction of the Upper Valley Waste Management Agency; and

WHEREAS, there are presently four (4) franchise zones within the unincorporated area of the County, including Zone One; and

WHEREAS, in order to promote health, safety, and welfare and to protect the environment in the sparsely populated and rural area of Napa County, and in order to facilitate the award by the Board of Supervisors of an exclusive agreement for the handling, collection, transportation and disposal of solid waste pursuant to Napa County Code section 8.48.050, it is necessary and appropriate to expand the boundaries of Zone One to encompass areas in the southeast and southwest of the County so that the Southern boundary of Zone One shall be adjusted and located to the east and west of the City of American Canyon.

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

1. The boundaries of Zone One shall be and hereby are adjusted as follows:

    a. The new boundaries of the entirety of Zone One are set forth in the new legal description that is attached hereto and incorporated herein by this reference as Exhibit A;

    b. The new areas added to Zone One are those shaded in blue as depicted on the map that is attached hereto and incorporated herein by this reference as Exhibit B; and

2. This resolution, together with the attached legal description and map, shall be filed with the Clerk of the Board of Supervisors.

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

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: June 5, 2026 FV ID: 13112781	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

LEGAL DESCRIPTION OF ZONE ONE (EFFECTIVE ___, ___, 2026)

Exhibit D-1

Legal Description - Collection Services Area

Being an area within a portion of Napa County, California, and more particularly described as follows:

Beginning at the point formed by the intersection of the centerline of the "Napa River" with the centerline of the drainage facility known as "Mud Slough"; thence northwesterly along the centerline of said "Mud Slough" to the point formed by the intersection of the centerline of said "Mud Slough" with the boundary line separating Sections 8 and 17, T4N, R4W, M.D.M.; thence westerly, along the southerly line of said Sections 8 and 7 to the intersection of the southerly line of said Section 7 with the County boundary line separating Napa and Sonoma Counties; thence northerly, along said County boundary line to a point lying due West from the southwest corner of Napa County Assessor's Parcel No. (hereinafter "APN") 047-010-030; thence leaving said County boundary line North 3° 30' East, 6,200 feet to the most easterly corner of APN 050-372-009; thence North 39° 37' West, 1,289 feet; thence North 19° 52' West, 2,417 feet; thence North 22° 21' West, 2,236 feet; thence South 49° 14' West, 50 feet to the intersection with said County boundary line; thence northerly along said Napa and Sonoma County boundary line to the south line of Section 36, T7N, R6W, thence along said south line South 89° 57' East, 1,151 feet; thence leaving said south line North 00° 11' West, 599 feet; thence North 87° 43' East, 184 feet; thence North 75° 55' East, 167 feet; thence South 48° 53' East, 74 feet; thence South 18° 45' East, 32 feet; thence South 30° 17' East, 126 feet; thence South 54° 25' East, 82 feet; thence South 49° 13' East, 175 feet to a point on the east line of said Section 36; thence along said east line South 00° 03' East, 299 feet to the southerly corner common to said Section 36 and Section 31, T7N, R5W; thence along the south line of said Section 31 North 89° 54' East 960 feet; thence North 20° 00' East, 1376 feet; thence North 36° 00' East, 535 feet; thence North 32° 15' East, 861 feet; thence South 60° 00' East, 1,583 feet; thence North 16° 12' East, 1,030 feet to the east-west center section line of said Section 31; thence east along said center section line, and the center section line of Section 32, 2,270 feet to the southeast corner of the southwest one-quarter of the northwest one-quarter of said Section 32; thence along the west line of said southwest one-quarter North 05° 27' West, 1,337 feet to the northeast corner thereof; thence North 86° 27' East, 1,964 feet; thence North 86° 27 East, 1,320 feet; thence North 02° 00" West, 1,476 feet; thence West 659 feet; thence North 72° 47' East 1,250 feet to the intersection with the boundary of Garbage Zone 3; thence along last said boundary the following eight courses: southeasterly 5,900 feet to the northwest corner of Section 3, T6N, R5W, thence easterly along the north line of said Section 3, to the northeast corner thereof;

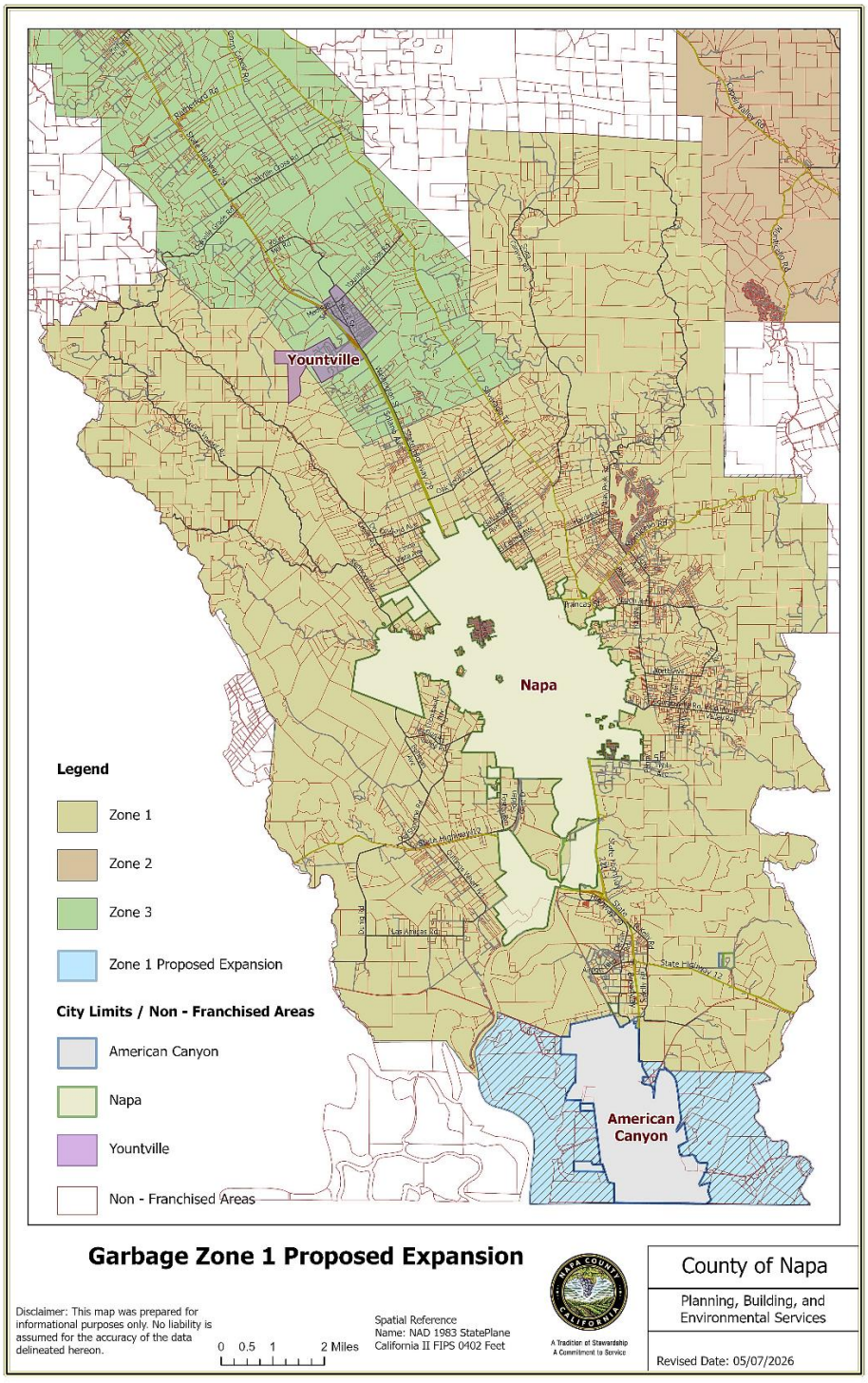
thence southeasterly to the intersection of the Range line between R4W and R5W, with the westerly extension of a line drawn 200 feet southerly of, and parallel with, the centerline of the County road known as Trubody Lane; thence North 67° East, along a line lying 200' southerly of, and parallel with, the centerline of said Trubody Lane, and the easterly extension thereof, to the intersection with the centerline of the County road known as Silverado Trail; thence northeasterly to the southwest corner of Section 3, T6N, R4W, said corner also being an angle point in the boundary of the Yajome Rancho Grant Line as shown on the map on file in the office of the Napa County Recorder in Book A of Patents, at Page 72, entitled "Plat of the Rancho Yajome"; thence northwesterly along said Grant Line to the northwest corner of Section 4, thence along the west line of Section 33, T7N, R4W to the northwest corner of the southwest one-quarter of the southwest one-quarter of said Section 33; thence leaving the said Grant Line, continuing northerly along the west line of said Section 33 to the northwest corner thereof; thence leaving the boundary line of Garbage Zone 3, continuing northerly, along the west line Sections 28, 21, and 16, to the west one-quarter corner of said Section 16; thence easterly along the east-west center section line of Sections 16, 15, 14, and 13 to the east quarter corner of said Section 13; thence east along the east-west center section line of Section 18, T7N R3W, to the center of said Section 18; said center of section also being a point on the west boundary of Garbage Zone 2; thence along the Garbage Zone 2 boundary the following three courses: thence southerly along the north-south center section line of Sections 18, 19, and 30 to the center of said Section 30; thence easterly to the east quarter corner of said Section 30; thence southerly along the east line of Sections 30 and 31 to the southeast corner of said Section 31; thence leaving said Garbage Zone 2 boundary, continuing southerly along the east line of Sections 6, 7, and 18, T6N, R3W, to the southeast corner of said Section 18; thence easterly along the north line of Sections 20 and 21 to the north quarter corner of said Section 21; thence southerly to the center of said Section 21; thence easterly to the east quarter corner of said Section 21; thence southerly along the east line of Sections 21, 28, and 33 to the southeast corner of said Section 33, said corner being further described as a point on the County boundary line separating Napa and Solano Counties; thence southerly and westerly along the easterly and southerly lines of last said County boundary to a point in the centerline of the "Napa River", thence northerly along said centerline to the point of beginning.

EXCEPTING THEREFROM, any and all lands lying and being within the incorporated limits of the City of American Canyon and the City of Napa, as said limits now or may hereafter extend. There shall further be excepted from such "Expanded Garbage Zone One" the area encompassed within the limits of any other city as may hereafter be incorporated therein.

Exhibit B

ZONE MAP

(EFFECTIVE ___, ___, 2026)



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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1356

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 of January 1, 2026, through June 30, 2026, pursuant to Resolution No. 2018-36. (No Fiscal Impact; Discretionary)

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, 2026, through June 30, 2026, the Chief Executive Officer executed Space License and Lease 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. City of Napa for staging at Administrative Building Plaza Area during Napa Lighted Art Festival;
4. U.S. House of Representatives for office space for Congressman Mike Thompson;
5. Assembly Rules Committee for office space for Assemblymember Aguiar-Curry;
6. Senate Rules Committee for office space at South Campus for Senator Christopher Cabaldon; and

7. City of Napa for parking at Sullivan Lot and 5th Street Parking Garage during BottleRock.

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, 2026, through June 30, 2026, pursuant to Resolution No. 2018-36.

FISCAL IMPACT

Is there a Fiscal Impact? No
Napa County Strategic Initiative: Elevate County Services and Workforce Excellence

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

1195 Third Street, Suite 101
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4351
Fax: (707) 253-4627

Steven E. Lederer
Director

DATE: July 28, 2026

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 County Executive Officer during the period January 1, 2026, through June 30, 2026.

LICENSEE	LOCATION	TERM	PURPOSE
City of Napa	Sullivan Lot	01/13/26-02/09/26	Staging during Napa Lighted Art Festival
City of Napa	Courthouse	01/17/26-01/25/26	Staging during Napa Lighted Art Festival
City of Napa	Administrative Building Plaza Area	01/09/26-01/29/26	Staging during Napa Lighted Art Festival
U.S. House of Representatives	2721 Napa Valley Corporate Dr.	03/01/26-01/02/27	Office Space for Congressman Mike Thompson
Assembly Rules Committee	2721 Napa Valley Corporate Dr.	01/01/26-12/31/28	Office Space for Assemblymember Aguiar-Curry
Senate Rules Committee	2721 Napa Valley Corporate Dr.	05/01/26-12/31/28	Office Space for Senator Christopher Cabaldon
City of Napa	Sullivan Lot and 5th St. Parking Garage	05/22/26-05/24/26	Parking During BottleRock

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.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1378

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Assistant Engineer

SUBJECT: Award of Construction Contract and Approval of Amendment No. 1 for the "White Sulphur Spring Rd Slide Repair", RDS 26-37

RECOMMENDATION

Award of Construction Contract to Rege Construction, of Cloverdale, CA in the amount of $602,598 for the "White Sulphur Spring Rd Slide Repair", RDS 26-37 (Project 26027); and approve and authorize Amendment No. 1 to Agreement No. 260300B with ADKO Engineering, Inc. increasing the contract maximum from $366,922 to $423,176 to provide additional biological monitoring and preconstruction survey services for the Project. (Fiscal Impact: $955,000 Expense for the construction contract and other project costs; General Fund; Reallocation of Budget; Discretionary)

BACKGROUND

Damage occurred at 3260 White Sulphur Spring Road from the storm events that occurred in Napa County in November of 2025. The failure at 3260 White Sulphur Sporing Rd consists of an upslope failure on the west side of the roadway, where a hillside previously impacted by Napa County wildfires slid and damage a portion of the road. The slide area is approximately 130 linear feet in length, and the preferred repair method is to install a 150-foot-long and 10-foot-high soldier pile retaining wall. The affected roadway will also be raised and repaved to restore the asphalt concrete surface to pre-slide conditions.

On March 10, 2026, the Board of Supervisors authorized creation of the "White Sulphur Spring Rd Slide" project 26027 and a budget transfer of $446,922 was allocated for the project using the Roads Operating Fund (Fund 2040, Sub-Division 2040000). Of this amount, $366,922 was allocated for design services and $80,000 for staff time.

On June 16, 2026, 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, and on July 14, 2026, bids were received and opened. The bid results are presented below:

Vendor	Bid
Rege Construction	$602,598.00
North Bay Excavation	$635,734.00

Maggiora & Ghilotti	$846,648.00
LVI Engineering Inc.	$849,390.66
Wright Construction Engineering Corp.	$868,980.75
Granite Rock Company	$957,521.00
W.R. Forde Associates, Inc	$958,475.00
Gravity Construction	$959,171.00

Staff recommends awarding the contract to the lowest responsive bidder, Rege Construction, of Cloverdale, CA for their base bid of $602,598. Rege Construction's bid was lower than the engineer estimate of $610,000. The total project cost, including design and engineering, construction, construction management, and contingency is $1,401,922. The project breakdown includes: $602,598 to cover the construction contract, $120,520 to cover a 20% construction contingency, $56,254 to cover additional design costs for biological and cultural monitoring, $120,628 for construction management services, $55,000 for County staff administration services, and $446,922 previously allocated for design services.

Included in the Fiscal Year 2026-27 budget is $7 million in Project RDS01 for a list of 2025 November Storm projects with not-to-exceed project amounts approved by the Board. White Sulphur Springs Project (26027) was on the list with a not-to-exceed amount of $1,000,000 (excluding the Design and Engineering cost of $446,922 previously allocated during project creation). With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $955,000 from RDS01 to Project 26027. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of fund.

In addition, staff recommends approval and authorization of Amendment No. 1 to Agreement No. 260300B with ADKO Engineering, Inc. to provide biological and cultural monitoring services during construction. The monitoring work will provide implementation of avoidance and minimization measures to prevent regulatory violations with the California Department of Fish and Wildlife (CDFW) if protected species are discovered near project locations during construction.

Requested Actions:

1. Award of the Construction Contract for the "White Sulphur Spring Rd Slide Repair," RDS 26-37 to Rege Construction of Cloverdale, California for their low base bid of $602,598 and authorization for the Chair to sign the construction contract; and

2. Approve and authorize Amendment No. 1 to Agreement No. 260300B with ADKO Engineering, Inc., for an additional $56,254, and therefore, for a new maximum contract amount to $423,176 to provide additional engineering services for the "White Sulphur Spring Rd Slide Repair Project (26027)" RDS 26 -37.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Fund, Division 20405
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is needed to bring the project to construction.
Is the general fund affected?	Yes

Future fiscal impact:	Construction will finish in FY 26-27 with no future impacts beyond routine maintenance of the soldier pile wall to clear built-up debris, and standard roadway maintenance.
Consequences if not approved:	The landslide that occurred near 3618 White Sulphur Spring Road will not be repaired, creating a roadway safety hazard for residents living on White Sulphur Spring Rd.
Strategic Pillar	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Section 15301 Class 1 - Existing Facilities and Section 15302 Class 2 - Replacement or Reconstruction; 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") and Class 2 ("Replacement or Reconstruction") 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.]

AMENDMENT NO. 1 TO

NAPA COUNTY AGREEMENT NO. 260300B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") of NAPA COUNTY AGREEMENT NO. 260300B is made and entered into as of this 28th day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," or "ADKO."

RECITALS

WHEREAS, County entered into Napa County Agreement No. 260300B with Consultant on February 9, 2026 ("Agreement"), to obtain specialized services, as authorized by Government Code Section 31000, in order to provide engineering design and support services for the White Sulphur Springs Road Slide Repair Project, RDS 26-37 ("Project"); and

WHEREAS, County and Consultant now desire to amend the Agreement to increase the scope and compensation to provide additional preconstruction and biological surveys for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Article I, subparagraph 1.1, of the Agreement is amended to read in full as follows:

1.1 Scope of Services. Consultant shall provide County those services set forth in Exhibit "A" attached to the Agreement, as originally approved and is incorporated by reference herein, and those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement . Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. All other references of "Exhibit A" are amended to read "Exhibits A and A-1".

3. Article III of the Agreement is amended to read in full as follows:

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B-1. Exhibit B-1 is attached hereto and incorporated herein by this reference.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1. Any travel expenses must comply with the Napa County Travel Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B-1.

3.1.3 Maximum Amount. Notwithstanding subparagraphs 3.1.1 and 3.1.2 or any other provision of this Agreement, the maximum payments under this Agreement shall be **Four Hundred Twenty-Three Thousand One Hundred Seventy-Five AND 40/100 DOLLARS ($423,175.40)**; 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.

4. All other references to "Exhibit B" in the Agreement shall be amended to read "Exhibit B-1"

5. Except as provided in paragraphs (1) and (4), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 260300B as of the date first above written.

ADKO ENGINEERING, INC.

By _____
MAJDI KANAAN, President

By _____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: July 14, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT "A-1"

SCOPE OF WORK

The Consultant will provide County with the following additional services for the White Sulphur Springs Road Slide Repair Project, RDS 26-37

- Preconstruction Biological Surveys - $14,500 + ($2,175 – ADKO 15% Markup) + ($3,976.96 for ADKO Time)
    - This task involves presurvey desktop review of records of special-status plant and wildlife species within two miles of the Project Location. Qualified Kleinfelder Biologists will perform the biological surveys prior to the start of construction as described below. Reports from each survey will be provided to ADKO for approval. Approved memorandums will be forwarded to the County of Napa. Memorandums will include survey methodologies, findings, and recommendations for avoidance and minimization of impacts.
    - Nesting Birds Survey
        - A team of two qualified Kleinfelder biologists will conduct a survey for active bird nests within 72 hours of the commencement of Project activities. The Survey Area will cover entire Project Area and a 300 foot buffer for raptor nests and 50 foot buffer for passerine nests. Portions of the Survey Area that are inaccessible will be surveyed with the use of binoculars or a spotting scope. If any active nests are observed during surveys, a suitable avoidance budder from the nests should be determined by the qualified biologist based on species, location, and extent and type of planned construction activity. If additional nesting bird surveys are required due to a 4 day or greater lapse in Project related activities, a change order may be necessary. Survey results will be provided in an email to Napa County and ADKO within 24 hours of survey completion. A memorandum will be submitted within two weeks of survey completion.
    - Special-status Amphibian and Reptile Survey
        - A team of two qualified Kleinfelder biologists will conduct two pre-construction surveys for special-status amphibian species within two weeks, and again within 72 hours, of the commencement of Project activities. Survey results will be provided in an email to Napa County and ADKO within 24 hours of survey completion. A memorandum will be submitted within two weeks of survey completion.

- Biological Monitoring – $27,500 + ($4,125 – ADKO 15% Markup) + ($3,976.96 for ADKO Time)

- Kleinfelder will support Napa County by supplying a Biological Monitor to conduct daily preconstruction surveys and monitor for special-status species during ground disturbing activities.
- The monitor will provide worker environmental awareness training for the construction crew and provide up to ten (10) color copies of a brochure that describes the species of concern, avoidance and minimization measures, and each worker's individual responsibilities. It is assumed that this environmental awareness training will occur on the first day of construction.
- The Kleinfelder monitor will conduct up to 15 eight-hour days of monitoring during construction.
- Fifteen days of monitoring are anticipated; however, the client will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring is required, Kleinfelder will provide an updated proposal to ADKO.
- In the event that a special-status species is discovered on site, Kleinfelder staff have the authority to stop work and/or create an appropriate buffer zone, and the animal will be allowed to leave on its own accord. If the animal does not leave on its own, US. Fish and Wildlife services and/or California Department of Fish and Wildlife will be consulted before any individual is relocated.
- Kleinfelder staff will conduct preconstruction surveys daily before any equipment is moved, before any ground is disturbed, or before trees and vegetation are removed to determine if special-status species are in harm's way.
- The monitor will take representative photos each day and prepare a daily report which will be shared with ADKO on a monthly basis.

Compensation:
Consultant shall be compensated for a not-to-exceed fee of $56,253.92 for the additional services above.

Consultant shall be compensated at the rates set forth above for the additional services for a new amount not to exceed $423,175.40

EXHIBIT "B-1"

ADKO ENGINEERING COST PROPOSAL

3260 White Sulphur Spring Rd
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Engineering Designer	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	*$248.56*	*$195.00*	*$202.80*	*$182.00*	*$182.00*	*$192.40*							
No.	**Task Description**													
1	**TASK 1: PROJECT MANAGEMENT AND MEETINGS**	64	0	0	0	0	0	64	$ 15,907.84					$ 15,907.84
	1.1 Project Management	*16*						*16*	*$ 3,976.96*					$ 3,976.96
	1.2 Project Meetings and Site Visit	48						*48*	*$ 11,930.88*					$ 11,930.88
2	**TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**	8	0	0	0	0	0	8	$ 1,988.48		$ 9,000.00		$ 1,350.00	$ 12,338.48
	2.1 Field Surveys and Mapping	8						*8*	*$ 1,988.48*		*$ 7,500.00*		*$ 1,125.00*	$ 10,613.48
	2.2 Survey Verification Construction Phase							*0*	*$ -*		*$ 1,500.00*		*$ 225.00*	$ 1,725.00
3	**TASK 3: GEOTECHNICAL**	8	0	0	0	0	0	8	$ 1,988.48	$ 36,000.00	$ -		$ 5,400.00	$ 43,388.48
	3.1 Geotechnical Investigation Report with Recommendations	8						*8*	*$ 1,988.48*	*$ 14,500.00*			*$ 2,175.00*	$ 18,663.48
	3.2 Supplemental Consultation							*0*	*$ -*	*$ 1,500.00*			*$ 225.00*	$ 1,725.00
	3.3 Construction Observation and Testing							*0*	*$ -*	*$ 20,000.00*			*$ 3,000.00*	$ 23,000.00
4	**TASK 4: ENVIRONMENTAL STUDIES**	8	0	0	0	0	0	8	$ 11,930.88	$ -	$ -	$ 122,430.88	$ 16,575.00	$ 150,936.76
	4.1 Cultural Resources Assessment and Letter Report	8						*8*	*$ 1,988.48*			*$ 14,500.00*	*$ 2,175.00*	$ 18,663.48
	4.2 Biological Resources Survey and Report	8						*8*	*$ 1,988.48*			*$ 16,000.00*	*$ 2,400.00*	$ 20,388.48
	4.3 NSO Survey and Report	8						*8*	*$ 1,988.48*			*$ 26,000.00*	*$ 3,900.00*	$ 31,888.48
	4.4 Aquatic Resources Delineation Survey and Report	8						*8*	*$ 1,988.48*			*$ 12,000.00*	*$ 1,800.00*	$ 15,788.48
	4.5 Preconstruction Survey							*8*	*$ 1,988.48*			*$ 14,500.00*	*$ 2,175.00*	$ 18,663.48
	4.6 Biological Monitoring							*8*	*$ 1,988.48*			*$ 27,500.00*	*$ 4,125.00*	$ 33,613.48
5	**TASK 5: DESIGN**	68	232	344	232	0	0	876	$ 174,129.28					$ 174,129.28
	5.1 Design Basis Memorandum	*4*	*8*		*8*			*20*	*$ 4,010.24*					$ 4,010.24
	5.2 35% Plans and Estimate Submittal	*16*	*80*	*80*	*80*			*256*	*$ 50,360.96*					$ 50,360.96
	5.3 65% PS&E Submittal	*16*	*80*	*120*	*80*			*296*	*$ 58,472.96*					$ 58,472.96
	5.4 95% PS&E Submittal	*16*	*40*	*120*	*40*			*216*	*$ 43,392.96*					$ 43,392.96
	5.5 100% PS&E Submittal	*16*	*24*	*24*	*24*			*88*	*$ 17,892.16*					$ 17,892.16
6	**TASK 6: CONSTRUCTION SUPPORT**	21	20	21	28	0	0	90	$ 26,474.56					$ 26,474.56
	6.1 Bid Support	4	4	4	4			*16*	*$ 3,313.44*					$ 3,313.44
	6.2 Design Services During Construction	16	16	16	16			*64*	*$ 13,253.76*					$ 13,253.76
	6.3 As-Built Design Plans	1		1	8			*10*	*$ 1,907.36*					$ 1,907.36
	6.4 Resident Engineer/Structures Rep							*0*	*$ 8,000.00*					$ 8,000.00
	TOTAL HOURS	177	252	365	260	0	0	1,054						
	TOTAL COST	$ 43,995.12	$ 49,140.00	$ 74,022.00	$ 47,320.00	$ -	$ -		$ 232,419.52	$ 36,000.00	$ 9,000.00	$ 122,430.88	$ 23,325.00	$ 423,175.40

PROJECT BUDGET

Project Coding: 26027

7/28/2026

White Sulphur Springs Rd Slide Repair, RDS 26-37						
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	$602,598	$602,598	$0	$0		
20% Construction Contingency	$120,520	$120,520	$0	$0		
Design and Engineering Consultant	$446,922	$0	$446,922	$252,265	56%	$194,657
Biological and Cultural Monitoring	$56,254	$56,254	$0	$0		
Construction Management	$120,628	$120,628	$0	$0		
County Project Management/Administration	$55,000	$55,000	$0	$0		
TOTAL	**$1,401,922**	**$955,000**	**$446,922**	**$252,265**	**56%**	**$194,657**

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1412

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Award of Construction Contract and Approval of Amendment No. 1 to Agreement No. 260302B for the "550 Wall Road Landslide Repairs Project", RDS 26-38.

RECOMMENDATION

Award of Construction Contract to North Bay Excavation, Inc. of Valley Ford, California in the amount of $567,058 for the "550 Wall Road Landslide Repairs Project", RDS 26-38 (Project 26028); and approve and authorize Amendment No. 1 to Agreement No. 260302B with ADKO Engineering, Inc. increasing the contract maximum from $319,389 to $356,740 to provide additional engineering services for the Project. (Fiscal Impact: $900,000 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary)

BACKGROUND

Two slides occurred on Wall Road in November of 2025: one adjacent to the slide at 555 Wall Road that developed during the 2019 storms, and a second approximately 500 feet north of the first. The 2019 Wall Road slide remains mired in the FEMA review process and will move forward to construction once the necessary approvals are received. Both 2025 slide locations exhibit roadway and embankment failure along the north side of the roadway, where portions of the pavement and supporting slope have moved downslope, compromising the stability of the remaining roadway. The slide areas are approximately 70 linear feet and 30 linear feet in length, respectively. The designed repairs for both locations are the construction of reinforced concrete retaining walls, approximately four to six feet in height, supported by cast-in-drilled-hole piles. In addition, approximately 100 feet of roadway, 42 feet in width, will be reconstructed and paved at each slide location to restore roadway integrity and pavement conditions.

On March 10, 2026, the Board of Supervisors authorized creation of the "550 Wall Road Landslide Repairs Project", RDS 26-38 (project 26028) and a budget transfer of $399,389 was allocated for the project using the Roads Fund (Fund 2040, Sub-Division 2040000). Of this amount, $319,389 was allocated for design services and $80,000 for staff time.

On June 16, 2026 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 14,

2026, bid were received and opened. The bid results are presented below:

Vendor	Bid
North Bay Excavation, Inc.	$567,057.60
Rehak General Engineering, LLC.	$582,232.00
Rege Construction, Inc.	$650,476.00
Amer Construction, Inc.	$655,391.19
Maggiora & Ghilotti, Inc.	$671,176.00
Wright Construction Engineering Corp.	$685,183.50
W.R. Forde Associates, Inc.	$712,772.00
Granite Rock Company	$713,269.00
Granite Construction Company	$865,200.56

Staff recommends awarding the contract to the lowest responsive bidder, North Bay Excavation, Inc. of Valley Ford, CA for their base bid of $567,057.60. North Bay Excavation's bid was lower than the engineer's estimate of $667,000. The total project cost, including design and engineering, construction, construction management, and contingency is $1,299,389. The cost breakdown includes $567,058 for construction, $113,412 for 20% construction contingency, $37,351 for additional biological and cultural monitoring services, $120,000 for construction management, $62,179 for geotechnical observation and material testing, and $399,389 for design and staff time.

Included in the Fiscal Year 2026-27 budget is $7 million in Project RDS01 for a list of 2025 November Storm projects with not-to-exceed project amounts approved by the Board. Wall Road (2 Locations) Landslide Repairs Project (26028) was on the list with a not-to-exceed amount of $1,000,000 (excluding the $399,389 that was previously allocated for design and staff time). With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $900,000 from RDS01 to Project 26028. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of funds.

In addition, staff recommends approval and authorization of Amendment No. 1 to Agreement No. 260302B with ADKO Engineering, Inc. to provide biological and cultural monitoring services during construction. The monitoring work will provide implementation of avoidance and minimization measures to prevent regulatory violations with the California Department of Fish and Wildlife (CDFW) if protected species are discovered near project locations during construction.

Requested Actions:

1. Award of the Construction Contract for the "550 Wall Road Landslide Repairs Project", RDS 26-38 to North Bay Excavation, Inc. of Valley Ford, California for their low base bid of $567,057.60 and authorization for the Chair to sign the construction contract; and
2. Approve and authorize Amendment No. 1 to Agreement No. 260302B with ADKO Engineering, Inc., for an additional $37,351, and therefore, for a new maximum contract amount of $356,740 to provide additional engineering services for the "550 Wall Road Landslide Repairs Project", RDS 26-38.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Fund, Division 20405
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is needed to bring the project to construction
Is the general fund affected?	Yes
Future fiscal impact:	Construction will finish in FY 26-27 with no future impacts beyond standard roadway maintenance
Consequences if not approved:	The landslides occurred near 550 Wall Road will not be repaired, creating a roadway safety hazard for residents living on Wall Road
Strategic Pillar	Build healthy, connected communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Section 15301 Class 1 - Existing Facilities and Section 15302 Class 2 - Replacement or Reconstruction: 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”) and Class 2 (“Replacement or Reconstruction”) 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. 1 TO

NAPA COUNTY AGREEMENT NO. 260302B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 260302B is made and entered into as of this 28th day of July 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," or "ADKO."

RECITALS

WHEREAS, County entered into Napa County Agreement No. 260302B with Consultant on February 9, 2026 ("Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the 550 Wall Road Landslide Repairs Project, RDS 26-38 ("Project"); and

WHEREAS, County and Consultant now desire to amend the Agreement to increase the scope and compensation in order to provide additional biological and cultural monitoring services for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Article I, subparagraph 1.1, of the Agreement is amended to read in full as follows:

   1.1 Scope of Services. Consultant shall provide County those services set forth in Exhibit A attached to the Agreement as originally approved and incorporated by reference therein, and those additional services set forth in Exhibit A-1 attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. All other references to "Exhibit A" are amended to read "Exhibits A and A-1".

3. Article III of the Agreement are amended to read in full as follows:

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B-1. Exhibit B-1 is attached hereto and incorporated herein by this reference.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B-1.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed **Three Hundred Fifty-Six Thousand Seven Hundred Thirty-Nine AND 24/100 DOLLARS ($356,739.24)**; 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.

4. All other references to "Exhibit B" in the Agreement shall be amended to read "Exhibit B-1".

5. Except as provided in paragraphs (1) through (4), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 260302B as of the date first above written.

ADKO ENGINEERING, INC.

By _____
MAJDI KANAAN, President

By _____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	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 13, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT "A-1"

SCOPE OF WORK

The Consultant will provide County with the following additional services for the 550 Wall Road Landslide Repairs Project, RDS 26-38

- Biological and Cultural Monitoring - $30,750 + ($4,612.50 – ADKO 15% Markup) + $1,988.48 ADKO's time.
    - Kleinfelder will support Napa County by supplying a qualified biologist to monitor initial ground disturbance activities, construction occurring in precipitation events of 0.1 inch or more and for the subsequent 24 hours, and weekly site checks.
    - The biological monitor will provide worker environmental awareness training for the construction crew and provide up to ten (10) color copies of a brochure that describe the biology and general behavior of any sensitive species which may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered.
    - The Kleinfelder biological monitor will conduct up to ten, eight-hour days of biological monitoring during initial ground disturbance activities.
    - The Kleinfelder biological monitor will conduct up to four, eight-hour days of biological monitoring during and following a precipitation event of 0.1 inch or greater.
    - A total of 14, eight-hour days of biological monitoring are included in the cost estimate; however, the client will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring time is required, Kleinfelder will provide an updated proposal to ADKO.
    - The Kleinfelder biological monitor will conduct up to 12 weekly site visits.
    - If a special-status species is discovered on site, Kleinfelder staff have the authority to stop work and/or create an appropriate buffer zone, and the animal will be allowed to leave on its own accord. If the animal does not leave on its own, US. Fish and Wildlife services and/or California Department of Fish and Wildlife will be consulted before any individual is relocated.
    - Each day monitoring is provided, Kleinfelder staff will conduct preconstruction surveys before any equipment is moved, before any ground is disturbed, or before trees or vegetation are removed to determine if special-status species are in harm's way.
    - The biological monitor will take representative photos each day services are provided and prepare a daily report which will be shared with ADKO monthly.
    - The Biological Monitor shall have authority to order the cessation of all nearby Project activities if nesting birds exhibit abnormal behavior which may cause

reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established.

Compensation:

Consultant shall be compensated for a not-to-exceed fee of $37,350.98 for the additional services above.

Consultant shall be compensated at the rates set forth above for the additional services for a new amount not to exceed $356,739.24.

EXHIBIT "B-1"

COMPENSATION AND FEE SCHEDULE

ADKO Engineering Cost Proposal
550 Wall Road
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadi Engineering Designer	Haroon Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	$248.56	$195.00	$202.80	$182.00	$182.00	$192.40							
No.	Task Description													
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	48	0	0	0	0	0	48	$ 11,930.88					$ 11,930.88
	1.1 Project Management	8						8	$ 1,988.48					$ 1,988.48
	1.2 Project Meetings and Site Visit	40						40	$ 9,942.40					$ 9,942.40
2	TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS	2	0	0	0	0	0	2	$ 497.12		$ 8,500.00		$ 1,275.00	$ 10,272.12
	2.1 Field Surveys and Mapping	1						1	$ 248.56		$ 7,000.00	$ -	$ 1,050.00	$ 7,248.56
	2.2 Survey Verification Construction Phase	1						1	$ 248.56		$ 1,500.00		$ 225.00	$ 1,973.56
3	TASK 3: GEOTECHNICAL	0	0	0	0	0	0	0	$ -	$ 42,000.00	$ -		$ 6,300.00	$ 48,300.00
	3.1 Geotechnical Investigation Report with Recommendations							0	$ -	$ 18,500.00			$ 2,775.00	$ 21,275.00
	3.2 Supplemental Consultation							0	$ -	$ 1,500.00			$ 225.00	$ 1,725.00
	3.3 Construction Observation and Testing							0	$ -	$ 22,000.00			$ 3,300.00	$ 25,300.00
4	TASK 4: ENVIRONMENTAL STUDIES	40	0	0	0	0	0	16	$ 5,965.44	$ -	$ -	$ 89,500.00	$ 13,425.00	$ 108,890.44
	4.1 Cultural Resource Assessment and Letter Report	8						8	$ 1,988.48			$ 12,500.00	$ 1,875.00	$ 14,488.48
	4.2 Biological Resources Assessment and Letter Report	8						8	$ 1,988.48			$ 13,500.00	$ 2,025.00	$ 15,488.48
	4.3 NSO Survey and Report	8						8	$ 1,988.48			$ 22,500.00	$ 3,375.00	$ 24,488.48
	4.4 Northern Spotted Owl Protocol-Level Surveys	8						8	$ 1,988.48			$ 10,250.00	$ 1,537.50	$ 12,238.48
	4.5 Biological and cultural Monitoring	8						8	$ 1,988.48			$ 30,750.00	$ 4,612.50	$ 37,350.98
5	TASK 5: DESIGN	64	176	324	192	0	0	756	$ 150,879.04					$ 150,879.04
	5.1 Design Basis Memorandum	8	8		8			24	$ 5,004.48					$ 5,004.48
	5.2 35% Plans and Estimate Submittal	16	40	80	40			176	$ 35,280.96					$ 35,280.96
	5.3 65% PS&E Submittal	16	80	160	80			336	$ 62,528.96					$ 62,528.96
	5.4 95% PS&E Submittal	16	40	80	40			176	$ 35,280.96					$ 35,280.96
	5.5 100% PS&E Submittal	8	8	24	24			64	$ 12,783.68					$ 12,783.68
6	TASK 6: CONSTRUCTION SUPPORT	21	21	20	28	0	0	90	$ 26,466.76					$ 26,466.76
	6.1 Bid Support	4	4	4	4			16	$ 3,313.44					$ 3,313.44
	6.2 Design Services During Construction	16	16	16	16			64	$ 13,253.76					$ 13,253.76
	6.3 As-Built Design Plans	1	1		8			10	$ 1,899.56					$ 1,899.56
	6.4 Resident Engineer/Structures Rep							0	$ 8,000.00					$ 8,000.00
	TOTAL HOURS	175	197	344	220	0	0	912						
	TOTAL COST	$ 43,488.00	$ 38,415.00	$ 69,763.20	$ 40,040.00	$ -	$ -		$ 195,739.24	$ 42,000.00	$ 8,500.00	$ 89,500.00	$ 21,000.00	$ 356,739.24

Napa County
Department of Public Works

PROJECT BUDGET

Project Coding: 26028

7/28/2026

550 Wall Road Landslide Repairs, RDS 26-38						
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	$567,058	$567,058	$0	$0		
20% Construction Contingency	$113,412	$113,412	$0	$0		
Design and Engineering Consultant	$319,389	$0	$319,389	$216,100	68%	$103,289
Biological and Cultural Monitoring	$37,351	$37,351	$0	$0		
Construction Management	$120,000	$120,000	$0	$0		
County Project Management/Administration	$80,000	$0	$80,000	$14,622	18%	$65,378
Geotechnical Observation and Testing	$62,179	$62,179	$0	$0		
TOTAL	**$1,299,389**	**$900,000**	**$399,389**	**$230,722**	**58%**	**$168,667**

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1414

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A Construction Contract Award and Budget Amendment

RECOMMENDATION

Award of Construction Contract to Titans Group Corporation of Escondido, California in the amount of $532,261 for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A; and approve a Budget Amendment. (Fiscal Impact: $745,508 expense for the construction contract and other project costs; Accumulated Capital Outlay; Budgeted ($300,000 budget reallocation); Animal Shelter Fund; Not budgeted ($445,508 budget increase); Discretionary)

[4/5 vote required]

BACKGROUND

Napa County Animal Shelter is built to serve the community and its domestic animals by providing programs and services to support Napa County residents and their pets. It also serves as the Shelter for the cities of American Canyon and Napa and the Town of Yountville. The Shelter takes in an average of 2,300 animals a year. The facility functions well, however, as animal populations grow, sufficient space is becoming an issue. On February 25, 2025, the Board of Supervisors received a presentation covering the "Five Year Capital Improvement Plan; Fiscal Years 2025-26 to 2029-30," which included this project to repair roof leaks and heating, ventilation, and air conditioning (HVAC) units that are past their useful life in Fiscal Year 2025-26.

On June 24, 2025, the Board of Supervisors approved an authorization of $300,000 to create the project and provide starter funds for design. On September 9, 2025, the Board of Supervisors authorized and signed an agreement for design services with YEI Engineers, Inc., as well as an additional budget amendment of $200,000.

The original recommendation developed through the feasibility study included replacement of all HVAC system components and a complete roof replacement. As of January 2026, the estimated construction cost to implement all recommended improvements was approximately $7.0 million. Recognizing that funding for the full project was not immediately available, staff developed a Phase I project focused on addressing the most critical facility needs.

Included in the Fiscal Year 2026-27 budget is $5,150,00 million in Project CIP00 for a list of Building Capital Improvement Projects with not-to-exceed project amounts approved by the Board. Animal Shelter Project (25043) was on the list with a not-to-exceed amount of $500,000. With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $300,000 from CIP00 to Project 25043. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of funds. The remaining $200,000 will be used to develop a future feasibility study for shelter expansion. At the time the $500,000 not-to-exceed amount was established during the Fiscal Year budget development process, an interim repair solution was still being evaluated, and a cost estimate was not yet available. Rather than a full roof replacement, Phase I includes application of a roof restoration coating system to extend the service life of the existing roof. In addition, staff will return to the board to award a parallel but separate project to replace the existing furnaces, which are experiencing failures and are at the end of their useful life, while deferring replacement of the remaining HVAC components. Construction for both roof repair and furnace replacement is scheduled for completion in the 2026 calendar year. The Board approved plans and specifications for the projects on June 23, 2026. The selected approach ultimately resulted in a design with a 15-year warranty. Since then, the design has been completed, bids have been received, and the budget requested today is based on the final design and the resulting bid prices shown below.

On July 14, 2026 the following bids were received and opened:

Bidder: Sustainable Living Builders of Sebastopol, CA
Base Bid: $364,825.00
Additive Alternate #1: $15,200.00
Grand Total: $380,025.00

Bidder: Titans Group Corporation of Escondido, CA
Base Bid: $518,320.00
Additive Alternate #1: $13,941.00
Grand Total: $532,261.00

Bidder: American River Construction, Inc. of Folsom, CA
Base Bid: $570,000.00
Additive Alternate #1: $8,250.00
Grand Total: $578,250.00

Bidder: Kirby Constructions Company Inc. of Santa Rosa, CA
Base Bid: $587,000.00
Additive Alternate #1: $24,000.00
Grand Total: $611,000.00

Bidder: Universal Coatings Inc. of Fresno, CA
Base Bid: $597,000.00
Additive Alternate #1: $9,000.00
Grand Total: $606,000.00

Bidder: I and A Contractor Inc. of Hayward, CA

Base Bid: $616,000.00
Additive Alternate #1: $18,500.00
Grand Total: $634,500.00

Bidder: Best Contracting Services, Inc. of Gardena, CA
Base Bid: $695,500.00
Additive Alternate #1: $15,000.00
Grand Total: $710,500.00

Bidder: Stronger Building Services of San Leandro, CA
Base Bid: $820,000.00
Additive Alternate #1: $17,000.00
Grand Total: $837,000.00

Bidder: Roofing Constructors, Inc. dba Western Roofing Service of San Leandro, CA
Base Bid: $1,654,920.00
Additive Alternate #1: $16,250.00
Grand Total: $1,671,170.00

The lowest responsive base bid of $364,825 is from Sustainable Living Builders of Sebastopol, CA. After staff evaluation of the low bidder's proposal, it was rejected due to insufficient bid surety. The allowed forms of bid surety for the project included: Original Hard Copy of Notarized Bid Bond using the County's form, Certified Check, Cashier's Check, or Cash. The bidder elected to provide a Certified Check, however, the check provided was not certified. Therefore, Titans Group Corporation's second low bidder proposal was determined to be responsive and complete.

Titans Group Corporation of Escondido, CA has the second lowest responsive base bid of $518,320. In addition, staff recommends award of Additive Alternate #1 for $13,941, for a grand total contract cost of $532,261. Additive Alternate #1 is to replace the solar system inverter #5 at the facility, reported with annual maintenance and currently non-operational and locked out. The additive alternate has been reviewed for County available funds.

The total project cost for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A is $1,245,508, including design phase funds previously approved, and the request today for $745,508; this is with respect to and includes the previously discussed $300,000 budget reallocation from CIP00. The total project cost of $1,245,508 breakdown includes: $532,261 to cover the construction contract, $133,065 to cover a 25% construction contingency, $59,500 for construction management services, $68,000 for County staff administration services, and $452,682 for design consultant services. Of the total project cost $500,000 was previously allocated for the design, see attached budget sheet for complete breakdown.

Additional funding sources are available to make up some of the difference in project budgetary need. The dedicated Animal Shelter Capital Improvement funds as well as existing bequest funds have an available balance of $300,000 and $145,508 respectively as approved for use by funding partners for a total roof project contribution of $445,508.

Titans Group Corporation is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible 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 construction contract for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A to Titans Group Corporation of Escondido, California for their second low grand total bid of $532,261; and
2. Approve a Budget Amendment for the following (4/5 vote required):
    a. Increase appropriations for Project ANS00 - Uncommitted Projects Funds in the Animal Shelter Fund (Fund 5040, Sub-Division 5040500) in account 57900 - intrafund transfers out by $300,000, offset by use of its available fund balance to transfer to Project 25043 - Animal Shelter HVAC & Roof (Fund 5040, Sub-division 5040500, Account 49900);
    b. Increase appropriations in the Animal Shelter Operations budget (Fund 5040, Sub-Division 5040000) in account 57900 - intrafund transfers out by $145,508, offset by use of its available fund balance (Bequest) to transfer to Project 25043 - Animal Shelter HVAC & Roof (Fund 5040, Sub-division 5040500, Account 49900); and
    c. Increase appropriations for Project 25043 - Animal Shelter HAVC & Roof in the Animal Shelter Fund (Fund 5040, Sub-Division 5040500) in account 52360 - Construction Services by $445,508 offset by the intrafund transfer in revenue (49900) from Project ANS00 and Animal Shelter Operations budget.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	$300,000 portion is currently budgeted in Project CIP00. Subsequent to the approval of today's item, staff will process a budget amendment reallocating $300,000 budget from CIP00 to Project 25043. The $445,508 budget increase from Animal Shelter Fund is not budgeted.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to move forward with needed improvements.
Is the general fund affected?	Yes
Future fiscal impact:	Ongoing maintenance of the facility.
Consequences if not approved:	The work will not proceed and the needed improvements will be deferred.
Strategic Initiative:	Build healthy, connected communities.

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.]

PROJECT BUDGET

Project Coding: 25043

7/28/2026

Animal Shelter Phase I Roof Repair Project, PW 26-05A						
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	$532,261	$532,261	$0	$0		
25% Construction Contingency	$133,065	$133,065	$0	$0		
Design and Engineering Consultant	$452,682	$0	$452,682	$192,337	42%	$260,346
Construction Management	$59,500	$59,500	$0	$0		
County Project Management/Administration	$68,000	$20,682	$47,318	$11,917	25%	$35,401
TOTAL	**$1,245,508**	**$745,508**	**$500,000**	**$204,254**	**41%**	**$295,746**

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1419

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Sarah Geiss - Supervising Staff Services Analyst

SUBJECT: Approve and Authorize Funding Agreements Related to the Measure A Angwin Water Study

RECOMMENDATION

Approve and authorize the following agreements for County Unincorporated Measure A funding associated with Angwin area water projects:

1) Agreement No. 270074B with Howell Mountain Mutual Water Company, for a maximum reimbursement of $45,672;

2) Agreement No. 270075B with Pacific Union College, for a maximum reimbursement of $45,000;

3) Agreement No. 270076B with La Tierra Mutual Water Company, for a maximum reimbursement of $80,000; and

4) Agreement No. 270077B with La Tierra Mutual Water Company for a maximum reimbursement of $18,984.

(Fiscal Impact: $189,656 Expense; Public Works Projects - Measure A Angwin Water Study; Budgeted; Discretionary)

BACKGROUND

On August 31, 1999, the County and Napa County Flood Protection and Watershed Improvement Authority (NCFPWIA) entered into a funding agreement (Agreement No. 4202) whereby the NCFPWIA provided funding from the proceeds of the Napa County Flood Protection Sales Tax (also referred to as "Measure A") for eligible county projects. One approved use of Measure A funding is to benefit the Angwin/Deer Park community and includes projects that: 1) Stabilize and enhance existing water reservoirs for the purpose of flood protection and water reliability; and 2) Stabilize water quality. Agreement No. 4202 with the NCFPWIA has been amended several times to allocate funds for projects meeting Measure A guidelines to Angwin/Deer Park water purveyors.

On March 20, 2026 Howell Mountain Mutual Water Company submitted a Measure A funding application for a SCADA system upgrade hardware and software project that will monitor and control treatment, quality and delivery of water to customers. This project will mitigate the risk of critical system failure and ensure compliance with the Safe Drinking Water Act by replacing an obsolete 2014 SCADA server and its internal power supply unit that has reached the end of its useful life. The total estimated cost and total Measure A appropriation for this project is $45,672.

On March 2, 2026 Pacific Union College (PUC) submitted a Measure A funding application for a Water Booster Pump Station instrumentation controls upgrade project that will replace outdated infrastructure and improve distribution system working pressure consistency and delivery of water to customers. PUC will replace aging controls on the Trumble Booster Pump to improve the reliability of the unit, produce quicker response time to pumps coming up to speed and be able to monitor and alarm flows to improve the overall water system reliability. This system boosts the pressure to about a third of PUC water system. Being able to monitor flow rates gives PUC a much better handle on finding leaks and preventing extensive damage to the hillsides from erosion. Total estimated cost and total Measure A appropriation for this project is $45,000.

On February 9, 2026 La Tierra Mutual Water Company submitted a Measure A funding application for a Water Mains and Appurtenances Project that will replace outdated infrastructure and harden potable water distribution infrastructure and delivery of water to customers. La Tierra Mutual Water Company will replace water mains, hydrants, valves and service lines to the customer meter box within the Sunset Drive and White Cottage Road service area. Total estimated cost and total Measure A appropriations for this project is $80,000.

On March 22, 2026 La Tierra Mutual Water Company submitted a Measure A funding application for a Pressure Tanks and Chemical Injection Pump project that will replace outdated infrastructure and improve treatment consistency and delivery of water to customers. PCU will replace two critical components of La Tierra MWC water system. First, the three pressure tanks will be replaced, improving the flow available to the water system, especially in the event requiring use of our fire hydrants. Second, the chlorine and pH injection pumps will be replaced, allowing the system to finally have reliable, constant water chemistry dosing. Total estimated cost and total Measure A appropriations for this project is $18,984.

Requested Actions:
1. Approve and authorize Agreement No. 270074B with Howell Mountain Mutual Water Company, Agreement No. 270075B with Pacific Union College, Agreement No. 270076B with La Tierra Mutual Water Company, and Agreement No. 270077B with La Tierra Mutual Water Company for a total maximum reimbursement of $189,656 funded by the Measure A Angwin Water Study Project.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 1220500 Project 05002 Measure A Angwin Water Study
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the funding agreements will draw down the remaining Measure A funds and support a variety of projects in the Angwin/Deer Park area

Is the general fund affected?	No
Future fiscal impact:	This expenditure (along with all future approved projects) will decrease the remaining Measure A funds available to the Angwin /Deer Park area for water supply reliability projects.
Consequences if not approved:	The small water systems will not have the funding to complete the projects
Strategic Initiatives:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: These proposed activities are categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the repair, maintenance or minor alteration of existing public or private facilities involving negligible or no expansion of existing or former use.

NAPA COUNTY AGREEMENT NO. 270074B

MEASURE A FUNDING AGREEMENT
(SCADA System Upgrade Project)

This Measure A Funding Agreement ("Agreement") is made this ___ day of _____ 2026, by and between Napa County, a political subdivision of the State of California ("County"), and the Howell Mountain Mutual Water Company ("Company"), a non-profit mutual benefit corporation organized under the laws of the State of California.

RECITALS

WHEREAS, the Napa County Flood Protection and Watershed Improvement Authority ("Authority") adopted the Napa County Flood Protection Sales Tax Ordinance ("Ordinance" and/or "Measure A") on November 4, 1997, and the Ordinance was subsequently approved by the electorate in March 1998. The Ordinance imposed a one-half of one percent transactions and use tax, with the proceeds to be used for certain specified flood protection and watershed improvement projects. The Ordinance established a Flood Protection and Watershed Improvement Expenditure Plan which described the projects authorized to be funded with the proceeds of the Flood Protection Sales Tax as more particularly set forth in Sections 7 and 8 of the Ordinance, and

WHEREAS, Section 8A of the Ordinance provides for projects in the community of Angwin/Deer Park which consist of (1) stabilization and enhancement of existing water reservoirs which shall be for the purpose of flood protection and water reliability, and (2) stabilization of water quality; and

WHEREAS, Company has proposed that County expend a portion of its allocated Measure A funds for the Company's proposed SCADA System Upgrade ("Project") to enhance the Company's ability to provide drinking water of suitable quantity, and to ensure the system's reliability; and

WHEREAS, the Project is an authorized project under the provisions of Section 8A of the Ordinance which may be funded out of the County's share of the proceeds of the Flood Protection Sales Tax; and

WHEREAS, Company submitted a Napa County Measure A Funding Application dated March 20, 2026 for a SCADA System Upgrade hardware and software project that will monitor and control treatment, quality and delivery of water to customers; and

WHEREAS, Measure A sales tax collection exceeded forecasts, thereby increasing the Angwin Program funds available for eligible projects: and

WHEREAS, County is willing to contribute funds towards the Project in an amount of up to Forty-Five Thousand Six Hundred and Seventy-Two Dollars ($45,672), out of County's share of allocated Measure A funds subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term of the Agreement. The term of this Agreement shall commence on the date indicated above, and shall expire after three (3) years or sixty (60) days following the filing of the Notice of Completion, whichever occurs first. The obligations of Company to County under Paragraphs 6 (Hold Harmless / Defense / Indemnification) and 7 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. In addition, the obligations of Company to County under Paragraph 13 (Access to Records/Retention) shall also survive said expiration date.

2. Scope of Work. Company shall complete the Project as further described in Exhibit "A," including all necessary tasks for advertising, bidding, awarding, constructing and operating the Project. Exhibit "A" is attached hereto and hereby incorporated by reference.

3. Compensation.

(a) Actual Costs: County will reimburse Company for the work performed under the terms of this Agreement based on Company's actual costs incurred in the completion of the Project. Company shall invoice the County monthly and shall provide an itemized invoice describing the work completed in the current billing period. The invoice shall be in a form and of sufficient detail to be satisfactory to County. Upon approval of the invoice, County shall submit the invoice to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt and approval of the invoice.

(b) Maximum Reimbursement: Notwithstanding paragraph 3(a), the maximum amount County will pay Company, under any circumstances, shall not exceed Forty-Five Thousand Six Hundred and Seventy-Two Dollars ($45,672). Company acknowledges this funding may be insufficient to cover the total cost of the Project. Company shall be responsible for all other costs and expenses necessary to complete the Project.

(c) Compensation Limited to Measure A Funds: County's obligation for reimbursement shall not exceed the amount shown in paragraph 3(b) above, and shall be limited to only those funds available to County and to Company through the Memorandum of Agreement (Angwin/Deer Park Measure A Funding Sub-Allocation), Napa County Agreement No.7680.

4. Review. County shall review all contract documents involving the construction phase of the Projects, and any modifications to the Projects, to ensure Measure A funding eligibility and reasonableness of costs. Company shall ensure the Project maintains eligibility for Measure A funding under the provisions of Section 8, Paragraph A of the Ordinance.

5. Bid Procedures/Required Document Provisions.

(a) Bid Procedures: Company shall comply with all competitive bidding and prevailing wage requirements as may be required by state law. Company shall be solely responsible for preparing necessary bid documents, advertising for bids, and preparing any contract revisions or addenda. Company shall submit all bid documents to County for review, as described in Paragraph 4 above, prior to being distributed or advertised to contractors.

(b) Required Document Provisions: All bid, design contracts, and construction contracts shall at minimum contain the following provisions:

(i) Prevailing Wage – Provisions requiring contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code, for any portion of the required work performed under this Agreement.

(ii) Indemnity – Provisions requiring the contractor to defend at its own expense, indemnify and hold harmless County and Company, and their respective 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 County or Company, or their respective officers, agents, employees, volunteers, or representatives.

(iii) Insurance – minimum insurance coverages, in a form acceptable to the County's Risk Manager, including (a) workers compensation insurance, (b) general liability coverage in a minimum amount of Two Million Dollars ($2,000,000) combined single limit per occurrence, and (c) comprehensive automobile liability insurance of One Million Dollars ($1,000,000). Contractor shall name County and Company as additional named insureds on the automobile and general liability coverages. Any deductibles, self-insured retentions, or requests to provide lower limits of insurance coverage shall be subject to approval of County's Risk Manager.

6. Hold Harmless/Defense/Indemnification. To the full extent permitted by law, Company and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. Insurance. Company 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, Company shall provide workers' compensation insurance for the performance of any of its duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Company shall

provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability Insurance.

(i) General Liability. Company shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, either issued by a company having an A.M. Best Rating of no less than A:VIII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, 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 Company, its officers or employees, under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(ii) Professional Liability. Reserved.

(iii) Comprehensive Automobile Liability Insurance. Company 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 Company's activities under this Agreement of not less than One Million Dollars ($1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to County), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the County prior to reimbursement for performance of any of the Company's duties under this Agreement; shall reference this Agreement by its County number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the Company's liability. For the insurance coverages referenced in paragraphs 7(b)(i) and 7(b)(iii), Company 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, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Company 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 Company 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. 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.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

8. Termination Due to Excess Cost. If the lowest responsible bid for construction of the Project exceeds Forty-Five Thousand Six Hundred and Seventy-Two Dollars ($45,672),

either party may terminate this Agreement by providing written notice to the other party. Prior to termination, the parties shall meet to discuss ways to reduce the cost of the Project, and whether re-bidding the Project could result in lower bids.

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. 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	Company
County of Napa	Howell Mountain Mutual
Director of Public Works	Water Company
1195 Third Street Rm. 101	P.O. Box 9
Napa, CA 94559	Angwin, CA 94508

11. 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.

12. Taxes. Company agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Company 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 the Company'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, the Company agrees to furnish the County with proof of payment of taxes or withholdings on those earnings.

13. Access to Records/Retention. County, the Napa County Flood Protection and Watershed Improvement Authority, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Company 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, Company shall maintain all required records for at least five (5) years after County makes final payment for any work authorized hereunder and all pending matters are closed, whichever is later.

14. Authority to Contract. County and Company each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

15. Independent Contractor. The parties intend that Company, in performing the obligations specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Company and its employees, agents, and volunteers are not to be considered agents or employees of County and are not entitled to participate in any pension plan, insurance, bonus or similar benefits County provides to its employees.

16. Employment Practices. Company shall not discriminate in its performance under the Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

17. Compliance with Law. Company shall comply with all applicable federal, state and local laws, rules and regulations affecting Company and its work hereunder. Company represents and warrants to County that Company has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Company to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications and approvals. Company represents and warrants to County that Company shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Company to do the work contemplated by this Agreement or, if the work is subcontracted, that Company shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

18. [reserved]

19. 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.

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 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.

21. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. Amendment of Agreement. This agreement may be amended at any time by mutual agreement. Any amendment shall be in writing and signed by both parties.

23. 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.

24. Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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 Napa County, acting by and through the Chair of the Board of Supervisors, and by Howell Mountain Mutual Water Company, acting by and through the Chair of the Board of Directors.

Howell Mountain Mutual Water Company,
a California non-profit mutual benefit
corporation

By:_____
Chair of Board of Directors

ATTEST:

_____
Howell Mountain Mutual Water
Company Board Secretary

APPROVED AS TO FORM:

_____
Howell Mountain Mutual Water Company
Attorney

NAPA COUNTY, a political subdivision
of the State of California

By_____
AMBER MANFREE, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 1, 2026 FV 13114816	_____ Deputy Clerk of the Board	

EXHIBIT A
(Project Description)

SCADA System Upgrades

Overview
To mitigate the risk of critical system failure and ensure compliance with the Safe Drinking Water Act by replacing an obsolete 2014 SCADA server and it's internal power supply unit that has reached the end of its useful life. This project will modernize the Howell Mountain Mutual Water Company's control system, providing the necessary hardware reliability to guarantee the continuous production and delivery of safe drinking water to the community. There are currently 392 connections served.

Project Description

1. Hardware Modernization (Critical Infrastructure): The core of this project is the replacement of the current, failing 2014 server with a Dell PowerEdge T360. The T360 is an industrial-grade tower server designed for the 24/7 duty cycles required by water treatment facilities. This hardware upgrade directly addresses the internal power supply unit (PSU) malfunctions, providing the physical reliability necessary to maintain continuous operations.

2. Software Migration and Version Control: To ensure the new hardware is secure and compatible with modern operating systems, the project includes a comprehensive upgrade of the Rockwell FactoryTalk SCADA application. Moving from an outdated, unsupported version to the current release is essential for:

- Patch Management: Protecting the system against modern cybersecurity threats.
- Stability: Eliminating software-related crashes that can occur when running legacy applications on new hardware.
- Support: Ensuring the utility has access to Rockwell Automation technical support for emergency troubleshooting.

3. Integration and Licensing: A critical component of this project is the reinstatement and renewal of the software "nervous system." This includes:

- Communication & Connectivity: Updating Kepware licensing to ensure seamless data flow between the plant's programmable logic controllers (PLCs) and the server.
- Emergency Notifications: Upgrading the Alarm Dialer/SCADA Phone system to ensure operators receive immediate mobile alerts in the event of a water quality or pressure deviation.
- Remote Access: Implementing secure, licensed remote access to allow for off-site monitoring and rapid response to system alarms.

4. Implementation and Risk Mitigation: The installation will follow a rigorous protocol to prevent service downtime:

- Redundancy Check: A full backup of the existing system will be performed prior to any hardware changes.

- Commissioning: After the "lift and shift" of the applications, a formal commissioning phase will verify that all communications, historical data logging, and safety set-points are functioning as mandated by the Safe Drinking Water Act.

Total Estimated Project Cost - $45,672

Total Measure A Appropriation - $45,672

Justification
The current SCADA host server, commissioned in 2014, has exceeded its reliable service life and reached a critical point of obsolescence. Recent diagnostic warnings indicate an imminent failure of the internal power supply unit (PSU). Due to the proprietary nature of this legacy hardware, a localized repair or component replacement is no longer a viable option. Consistent with the objectives of Napa County Measure A regarding Water Supply Reliability, this project is an essential infrastructure stabilization effort. A failure of this system would result in a total loss of automated treatment control, forcing an immediate plant shutdown. Such an event would cause a direct violation of the Safe Drinking Water Act (SDWA) standards and trigger a community-wide boil water advisory. By replacing this failing infrastructure with a modernized, redundant system, this project ensures the continuous delivery of safe, potable water to 392 service connections. This investment is strictly a maintenance and rehabilitation effort to protect the existing community water security and does not facilitate system expansion or new growth, aligning with the core intent of Measure A funding.

NAPA COUNTY AGREEMENT NO. 270075B

MEASURE A FUNDING AGREEMENT

(Pressure Tanks and Chemical Injection Pumps Project)

This Measure A Funding Agreement ("Agreement") is made this ___ day of _____ 2026, by and between Napa County, a political subdivision of the State of California ("County"), and the Pacific Union College ("Company"), a California non-profit religious corporation organized under the laws of the State of California.

RECITALS

WHEREAS, the Napa County Flood Protection and Watershed Improvement Authority ("Authority") adopted the Napa County Flood Protection Sales Tax Ordinance ("Ordinance" and/or "Measure A") on November 4, 1997, and the Ordinance was subsequently approved by the electorate in March 1998. The Ordinance imposed a one-half of one percent transactions and use tax, with the proceeds to be used for certain specified flood protection and watershed improvement projects. The Ordinance established a Flood Protection and Watershed Improvement Expenditure Plan which described the projects authorized to be funded with the proceeds of the Flood Protection Sales Tax as more particularly set forth in Sections 7 and 8 of the Ordinance, and

WHEREAS, Section 8A of the Ordinance provides for projects in the community of Angwin/Deer Park which consist of (1) stabilization and enhancement of existing water reservoirs which shall be for the purpose of flood protection and water reliability, and (2) stabilization of water quality; and

WHEREAS, Company has proposed that County expend a portion of its allocated Measure A funds for the Company's proposed Water Booster Pump Station Instrumentation Controls Upgrade project ("Project") to enhance the Company's ability to provide drinking water of suitable quantity, and to ensure the system's reliability; and

WHEREAS, the Project is an authorized project under the provisions of Section 8A of the Ordinance which may be funded out of the County's share of the proceeds of the Flood Protection Sales Tax; and

WHEREAS, Company submitted a Napa County Measure A Funding Application dated March 2, 2026 for a Water Booster Pump Station instrumentation controls upgrade project that will replace outdated infrastructure and improve distribution system working pressure consistency and delivery of water to customers; and

WHEREAS, Measure A sales tax collection exceeded forecasts, thereby increasing the Angwin Program funds available for eligible projects: and

WHEREAS, County is willing to contribute funds towards the Project in an amount of up to Forty-Five Thousand Dollars ($45,000), out of County's share of allocated Measure A funds subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date indicated above, and shall expire after three (3) years or sixty (60) days following the filing of the Notice of Completion, whichever occurs first. The obligations of Company to County under Paragraphs 6 (Hold Harmless / Defense / Indemnification) and 7 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. In addition, the obligations of Company to County under Paragraph 13 (Access to Records/Retention) shall also survive said expiration date.

2. **Scope of Work.** Company shall complete the Project as further described in Exhibit "A," including all necessary tasks for advertising, bidding, awarding, constructing and operating the Project. Exhibit "A" is attached hereto and hereby incorporated by reference.

3. **Compensation.**

(a) Actual Costs: County will reimburse Company for the work performed under the terms of this Agreement based on Company's actual costs incurred in the completion of the Projects. Company shall invoice the County monthly and shall provide an itemized invoice describing the work completed in the current billing period. The invoice shall be in a form and of sufficient detail to be satisfactory to County. Upon approval of the invoice, County shall submit the invoice to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt and approval of the invoice.

(b) Maximum Reimbursement: Notwithstanding paragraph 3(a), the maximum amount County will pay Company, under any circumstances, shall not exceed Forty-Five Thousand Dollars ($45,000). Company acknowledges this funding may be insufficient to cover the total cost of the Project. Company shall be responsible for all other costs and expenses necessary to complete the Project.

(c) Compensation Limited to Measure A Funds: County's obligation for reimbursement shall not exceed the amount shown in paragraph 3(b) above, and shall be limited to only those funds available to County and to Company through the Memorandum of Agreement (Angwin/Deer Park Measure A Funding Sub-Allocation), Napa County Agreement No.7680.

4. **Review.** County shall review all contract documents involving the construction phase of the Projects, and any modifications to the Projects, to ensure Measure A funding eligibility and reasonableness of costs. Company shall ensure the Project maintains eligibility for Measure A funding under the provisions of Section 8, Paragraph A of the Ordinance.

5. **Bid Procedures/Required Document Provisions.**

(a) Bid Procedures: Company shall comply with all competitive bidding and prevailing wage requirements as may be required by state law. Company shall be solely responsible for preparing necessary bid documents, advertising for bids, and preparing any

contract revisions or addenda. Company shall submit all bid documents to County for review, as described in Paragraph 4 above, prior to being distributed or advertised to contractors.

(b) Required Document Provisions: All bid, design contracts, and construction contracts shall at minimum contain the following provisions:

(i) Prevailing Wage – Provisions requiring contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code, for any portion of the required work performed under this Agreement.

(ii) Indemnity – Provisions requiring the contractor to defend at its own expense, indemnify and hold harmless County and Company, and their respective 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 County or Company, or their respective officers, agents, employees, volunteers, or representatives.

(iii) Insurance – minimum insurance coverages, in a form acceptable to the County's Risk Manager, including (a) workers compensation insurance, (b) general liability coverage in a minimum amount of Two Million Dollars ($2,000,000) combined single limit per occurrence, and (c) comprehensive automobile liability insurance of One Million Dollars ($1,000,000). Contractor shall name County and Company as additional named insureds on the automobile and general liability coverages. Any deductibles, self-insured retentions, or requests to provide lower limits of insurance coverage shall be subject to approval of County's Risk Manager.

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performance of any of its duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Company shall provide County with certification of all such coverages upon request by County's Risk Manager.

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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.

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County
County of Napa
Director of Public Works
1195 Third Street Rm. 101
Napa, CA 94559

Company
Pacific Union College
205 Highland Oaks Drive
Angwin, CA 94508

11. 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.

12. Taxes. Company agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Company 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 the

Company'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, the Company agrees to furnish the County with proof of payment of taxes or withholdings on those earnings.

13. Access to Records/Retention. County, the Napa County Flood Protection and Watershed Improvement Authority, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Company 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, Company shall maintain all required records for at least five (5) years after County makes final payment for any work authorized hereunder and all pending matters are closed, whichever is later.

14. Authority to Contract. County and Company each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

15. Independent Contractor. The parties intend that Company, in performing the obligations specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Company and its employees, agents, and volunteers are not to be considered agents or employees of County and are not entitled to participate in any pension plan, insurance, bonus or similar benefits County provides to its employees.

16. Employment Practices. Company shall not discriminate in its performance under the Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

17. Compliance with Law. Company shall comply with all applicable federal, state and local laws, rules and regulations affecting Company and its work hereunder. Company represents and warrants to County that Company has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Company to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications and approvals. Company represents and warrants to County that Company shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Company to do the work contemplated by this Agreement or, if the work is subcontracted, that Company shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

18. [reserved]

19. 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.

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 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.

21. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. Amendment of Agreement. This agreement may be amended at any time by mutual agreement. Any amendment shall be in writing and signed by both parties.

23. 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.

24. Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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 Napa County, acting by and through the Chair of the Board of Supervisors, and by Pacific Union College, acting by and through its Administration.

Pacific Union College,
a California non-profit religious corporation

By:_____
President, Chair of President's Cabinet

ATTEST:

_____
Pacific Union College
Cabinet Secretary

APPROVED AS TO FORM:

_____
Pacific Union College
VP of Financial Administration

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 2, 2026 FV 13114816	_____ Deputy Clerk of the Board	

EXHIBIT A
(Project Description)

Water Booster Pump Station Instrumentation Controls Upgrade Project

Overview

Company shall replace aging controls on the Trumble Booster Pump to improve the reliability of the unit, produce quicker response time to pumps coming up to speed and be able to monitor and alarm flows to improve the overall water system reliability. This system boosts the pressure to about a third of PUC water system. Being able to monitor flow rates gives PUC a much better handle on finding leaks and preventing extensive damage to the hillsides from erosion.

Project Description

The Trumble Booster was built and installed in 2000 and has served PUC well. As time passed, PUC Operators realized they would be able to increase the reliability of the system with more data points on the controls.

The current system has 3 pumps. One is capable of 200 gpm and the other two are capable of 300 gpm. Flows are often lower than the 200 gpm pump. PUC would like to install a fourth pump as a jockey pump to take up the slack times providing better service and reliability. The current system shortens the life of the 200 gpm impellers. The system has been dependable, except for the smaller pump, which Operators must repair frequently.

There is no growth inducement in this project. The Trumble Booster Pump will remain the same total output as it is now. PUC Operators have refined pressure control setpoints at a lower domestic flows to make the pumping systems more dependable with less maintenance. More data points will help Operators identify leaks or problems in the main.

All work will occur within an existing building. There will be no increase in noise or power use.

Total Estimated Project Cost - $45,000

Total Measure A Appropriation - $45,000

Justification

PUC carefully manages its potable water pumping and well system. Rounds are performed daily and data is downloaded from PUC's Electronic Control system and recorded, enabling Operations to see trends and make changes, preventing negative outcomes.

By adding more controls and data points to the Trumble Booster Pump, it will stabilize the water quality to PUC customers, meeting State Water Quality regulations.

PUC would also like to monitor flows the Booster Pump is producing. It will help Operators diagnose leaks sooner on the boosted portion of our water system. An alarm would alert staff to leaks prior to them becoming major leaks.

NAPA COUNTY AGREEMENT NO. 270076B

MEASURE A FUNDING AGREEMENT
(Water Mains and Appurtenances Replacement Project)

This Measure A Funding Agreement ("Agreement") is made this 28 day of July 2026, by and between Napa County, a political subdivision of the State of California ("County"), and the La Tierra Mutual Water Company ("Company"), a non-profit mutual benefit corporation organized under the laws of the State of California.

RECITALS

WHEREAS, the Napa County Flood Protection and Watershed Improvement Authority ("Authority") adopted the Napa County Flood Protection Sales Tax Ordinance ("Ordinance" and/or "Measure A") on November 4, 1997, and the Ordinance was subsequently approved by the electorate in March 1998. The Ordinance imposed a one-half of one percent transactions and use tax, with the proceeds to be used for certain specified flood protection and watershed improvement projects. The Ordinance established a Flood Protection and Watershed Improvement Expenditure Plan which described the projects authorized to be funded with the proceeds of the Flood Protection Sales Tax as more particularly set forth in Sections 7 and 8 of the Ordinance, and

WHEREAS, Section 8A of the Ordinance provides for projects in the community of Angwin/Deer Park which consist of (1) stabilization and enhancement of existing water reservoirs which shall be for the purpose of flood protection and water reliability, and (2) stabilization of water quality; and

WHEREAS, Company has proposed that County expend a portion of its allocated Measure A funds for the Company's proposed Water Mains and Appurtenances Replacement Project ("Project") to enhance the Company's ability to provide drinking water of suitable quantity, and to ensure the system's reliability; and

WHEREAS, the Project is an authorized project under the provisions of Section 8A of the Ordinance which may be funded out of the County's share of the proceeds of the Flood Protection Sales Tax; and

WHEREAS, Company submitted a Napa County Measure A Funding Application dated February 9, 2026 for a Water Mains and Appurtenances Project that will replace outdated infrastructure and harden potable water distribution infrastructure and delivery of water to customers; and

WHEREAS, Measure A sales tax collection exceeded forecasts, thereby increasing the Angwin Program funds available for eligible projects: and

WHEREAS, County is willing to contribute funds towards the Project in an amount of up to Eighty Thousand Dollars ($80,000), out of County's share of allocated Measure A funds subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term of the Agreement. The term of this Agreement shall commence on the date indicated above, and shall expire after three (3) years or sixty (60) days following the filing of the Notice of Completion, whichever occurs first. The obligations of Company to County under Paragraphs 6 (Hold Harmless / Defense / Indemnification) and 7 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. In addition, the obligations of Company to County under Paragraph 13 (Access to Records/Retention) shall also survive said expiration date.

2. Scope of Work. Company shall complete the Project as further described in Exhibit "A," including all necessary tasks for advertising, bidding, awarding, constructing and operating the Project. Exhibit "A" is attached hereto and hereby incorporated by reference.

3. Compensation.

(a) Actual Costs: County will reimburse Company for the work performed under the terms of this Agreement based on Company's actual costs incurred in the completion of the Project. Company shall invoice the County monthly and shall provide an itemized invoice describing the work completed in the current billing period. The invoice shall be in a form and of sufficient detail to be satisfactory to County. Upon approval of the invoice, County shall submit the invoice to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt and approval of the invoice.

(b) Maximum Reimbursement: Notwithstanding paragraph 3(a), the maximum amount County will pay Company, under any circumstances, shall not exceed Eighty Thousand Dollars ($80,000). Company acknowledges this funding may be insufficient to cover the total cost of the Project. Company shall be responsible for all other costs and expenses necessary to complete the Project.

(c) Compensation Limited to Measure A Funds: County's obligation for reimbursement shall not exceed the amount shown in paragraph 3(b) above, and shall be limited to only those funds available to County and to Company through the Memorandum of Agreement (Angwin/Deer Park Measure A Funding Sub-Allocation), Napa County Agreement No.7680.

4. Review. County shall review all contract documents involving the construction phase of the Projects, and any modifications to the Projects, to ensure Measure A funding eligibility and reasonableness of costs. Company shall ensure the Project maintains eligibility for Measure A funding under the provisions of Section 8, Paragraph A of the Ordinance.

5. Bid Procedures/Required Document Provisions.

(a) Bid Procedures: Company shall comply with all competitive bidding and prevailing wage requirements as may be required by state law. Company shall be solely responsible for preparing necessary bid documents, advertising for bids, and preparing any

contract revisions or addenda. Company shall submit all bid documents to County for review, as described in Paragraph 4 above, prior to being distributed or advertised to contractors.

(b) Required Document Provisions: All bid, design contracts, and construction contracts shall at minimum contain the following provisions:

(i) Prevailing Wage – Provisions requiring contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code, for any portion of the required work performed under this Agreement.

(ii) Indemnity – Provisions requiring the contractor to defend at its own expense, indemnify and hold harmless County and Company, and their respective 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 County or Company, or their respective officers, agents, employees, volunteers, or representatives.

(iii) Insurance – minimum insurance coverages, in a form acceptable to the County's Risk Manager, including (a) workers compensation insurance, (b) general liability coverage in a minimum amount of Two Million Dollars ($2,000,000) combined single limit per occurrence, and (c) comprehensive automobile liability insurance of One Million Dollars ($1.000,000). Contractor shall name County and Company as additional named insureds on the automobile and general liability coverages. Any deductibles, self-insured retentions, or requests to provide lower limits of insurance coverage shall be subject to approval of County's Risk Manager.

6. Hold Harmless/Defense/Indemnification. To the full extent permitted by law, Company and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. Insurance. Company 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, Company shall provide workers' compensation insurance for the

performance of any of its duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Company shall provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability Insurance.

(i) General Liability. Company shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, either issued by a company having an A.M. Best Rating of no less than A:VIII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, 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 Company, its officers or employees, under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(ii) Professional Liability. Reserved.

(iii) Comprehensive Automobile Liability Insurance. Company 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 Company's activities under this Agreement of not less than One Million Dollars ($1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to County), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the County prior to reimbursement for performance of any of the Company's duties under this Agreement; shall reference this Agreement by its County number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the Company's liability. For the insurance coverages referenced in paragraphs 7(b)(i) and 7(b)(iii), Company 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, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Company 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 Company 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. 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.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

8. Termination Due to Excess Cost. If the lowest responsible bid for construction of the Project exceeds Eighty Thousand Dollars ($80,000), either party may terminate this Agreement by providing written notice to the other party. Prior to termination, the parties shall meet to discuss ways to reduce the cost of the Project, and whether re-bidding the Project could result in lower bids.

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. 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	Company
County of Napa	La Tierra Mutual
Director of Public Works	Water Company
1195 Third Street Rm. 101	540 La Tierra Drive
Napa, CA 94559	Angwin, CA 94508

11. 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.

12. Taxes. Company agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Company 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 the

Company'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, the Company agrees to furnish the County with proof of payment of taxes or withholdings on those earnings.

13. Access to Records/Retention. County, the Napa County Flood Protection and Watershed Improvement Authority, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Company 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, Company shall maintain all required records for at least five (5) years after County makes final payment for any work authorized hereunder and all pending matters are closed, whichever is later.

14. Authority to Contract. County and Company each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

15. Independent Contractor. The parties intend that Company, in performing the obligations specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Company and its employees, agents, and volunteers are not to be considered agents or employees of County and are not entitled to participate in any pension plan, insurance, bonus or similar benefits County provides to its employees.

16. Employment Practices. Company shall not discriminate in its performance under the Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

17. Compliance with Law. Company shall comply with all applicable federal, state and local laws, rules and regulations affecting Company and its work hereunder. Company represents and warrants to County that Company has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Company to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications and approvals. Company represents and warrants to County that Company shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Company to do the work contemplated by this Agreement or, if the work is subcontracted, that Company shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

18. [reserved]

19. 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.

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 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.

21. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. Amendment of Agreement. This agreement may be amended at any time by mutual agreement. Any amendment shall be in writing and signed by both parties.

23. 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.

24. Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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 Napa County, acting by and through the Chair of the Board of Supervisors, and by La Tierra Mutual Water Company, acting by and through the Chair of the Board of Directors.

La Tierra Mutual Water Company,
a California non-profit mutual benefit corporation

By: K NEERGAARD
Chair of Board of Directors

ATTEST:

K NEERGAARD
La Tierra Mutual Water Company Board Secretary

APPROVED AS TO FORM:

La Tierra Mutual Water Company Attorney

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 2, 2026 FV 13114816	_____ Deputy Clerk of the Board	

EXHIBIT A
(Project Description)

Water Mains and Appurtenances Replacement Project

Overview

Company shall replace water mains, hydrants, valves and service lines to the customer meter box up to a contract value of $80,000 within the Sunset Drive and White Cottage Road service area.

Project Description

This project will continue from the previous project with replacement of aging lines which are beyond the end of their life as evidenced by the large leak that was discovered during the undergrounding of the PG&E power lines in Angwin. The water mains are greater than 52 years old and need replacing to assure water system reliability.

Total Estimated Project Cost - $80,000

Total Measure A Appropriation - $80,000

Justification

Stabilization and enhancement of existing water lines which are for the purpose of flood protection, water reliability, water quality and fire hydrant use in event of a wildfire. The current 4" main does not meet current fire suppression standards and this section of replacement has 2 hydrants to feed, one on Sunset Drive and one on White Cottage Road South. This will significantly increase water availability during a fire. The current 4" main is nearing the end of its projected life, which will jeopardize water quality and reliability if not replaced soon and as demonstrated by the recent large water leak in current aging pipes that happened in the summer of 2025 along two homes on Sunset Drive.

NAPA COUNTY AGREEMENT NO. 270077B

MEASURE A FUNDING AGREEMENT
(Pressure Tanks and Chemical Injection Pumps Project)

This Measure A Funding Agreement ("Agreement") is made this 28 day of July 2026, by and between Napa County, a political subdivision of the State of California ("County"), and the La Tierra Mutual Water Company ("Company"), a non-profit mutual benefit corporation organized under the laws of the State of California.

RECITALS

WHEREAS, the Napa County Flood Protection and Watershed Improvement Authority ("Authority") adopted the Napa County Flood Protection Sales Tax Ordinance ("Ordinance" and/or "Measure A") on November 4, 1997, and the Ordinance was subsequently approved by the electorate in March 1998. The Ordinance imposed a one-half of one percent transactions and use tax, with the proceeds to be used for certain specified flood protection and watershed improvement projects. The Ordinance established a Flood Protection and Watershed Improvement Expenditure Plan which described the projects authorized to be funded with the proceeds of the Flood Protection Sales Tax as more particularly set forth in Sections 7 and 8 of the Ordinance, and

WHEREAS, Section 8A of the Ordinance provides for projects in the community of Angwin/Deer Park which consist of (1) stabilization and enhancement of existing water reservoirs which shall be for the purpose of flood protection and water reliability, and (2) stabilization of water quality; and

WHEREAS, Company has proposed that County expend a portion of its allocated Measure A funds for the Company's proposed Pressure Tanks and Chemical Injection Pump project ("Project") to enhance the Company's ability to provide drinking water of suitable quantity, and to ensure the system's reliability; and

WHEREAS, the Project is an authorized project under the provisions of Section 8A of the Ordinance which may be funded out of the County's share of the proceeds of the Flood Protection Sales Tax; and

WHEREAS, Company submitted a Napa County Measure A Funding Application dated March 22, 2026 for a Pressure Tanks and Chemical Injection Pump project that will replace outdated infrastructure and improve treatment consistency and delivery of water to customers; and

WHEREAS, Measure A sales tax collection exceeded forecasts, thereby increasing the Angwin Program funds available for eligible projects: and

WHEREAS, County is willing to contribute funds towards the Project in an amount of up to Eighteen Thousand Nine Hundred and Eighty-Four Dollars ($18,984), out of County's share of allocated Measure A funds subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term of the Agreement. The term of this Agreement shall commence on the date indicated above, and shall expire after three (3) years or sixty (60) days following the filing of the Notice of Completion, whichever occurs first. The obligations of Company to County under Paragraphs 6 (Hold Harmless / Defense / Indemnification) and 7 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. In addition, the obligations of Company to County under Paragraph 13 (Access to Records/Retention) shall also survive said expiration date.

2. Scope of Work. Company shall complete the Project as further described in Exhibit "A," including all necessary tasks for advertising, bidding, awarding, constructing and operating the Project. Exhibit "A" is attached hereto and hereby incorporated by reference.

3. Compensation.

(a) Actual Costs: County will reimburse Company for the work performed under the terms of this Agreement based on Company's actual costs incurred in the completion of the Project. Company shall invoice the County monthly and shall provide an itemized invoice describing the work completed in the current billing period. The invoice shall be in a form and of sufficient detail to be satisfactory to County. Upon approval of the invoice, County shall submit the invoice to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt and approval of the invoice.

(b) Maximum Reimbursement: Notwithstanding paragraph 3(a), the maximum amount County will pay Company, under any circumstances, shall not exceed Eighteen Thousand Nine Hundred and Eighty-Four Dollars ($18,984). Company acknowledges this funding may be insufficient to cover the total cost of the Project. Company shall be responsible for all other costs and expenses necessary to complete the Project.

(c) Compensation Limited to Measure A Funds: County's obligation for reimbursement shall not exceed the amount shown in paragraph 3(b) above, and shall be limited to only those funds available to County and to Company through the Memorandum of Agreement (Angwin/Deer Park Measure A Funding Sub-Allocation), Napa County Agreement No.7680.

4. Review. County shall review all contract documents involving the construction phase of the Projects, and any modifications to the Projects, to ensure Measure A funding eligibility and reasonableness of costs. Company shall ensure the Project maintains eligibility for Measure A funding under the provisions of Section 8, Paragraph A of the Ordinance.

5. Bid Procedures/Required Document Provisions.

(a) Bid Procedures: Company shall comply with all competitive bidding and prevailing wage requirements as may be required by state law. Company shall be solely responsible for preparing necessary bid documents, advertising for bids, and preparing any

contract revisions or addenda. Company shall submit all bid documents to County for review, as described in Paragraph 4 above, prior to being distributed or advertised to contractors.

(b) Required Document Provisions: All bid, design contracts, and construction contracts shall at minimum contain the following provisions:

(i) Prevailing Wage – Provisions requiring contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code, for any portion of the required work performed under this Agreement.

(ii) Indemnity – Provisions requiring the contractor to defend at its own expense, indemnify and hold harmless County and Company, and their respective 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 County or Company, or their respective officers, agents, employees, volunteers, or representatives.

(iii) Insurance – minimum insurance coverages, in a form acceptable to the County's Risk Manager, including (a) workers compensation insurance, (b) general liability coverage in a minimum amount of Two Million Dollars ($2,000,000) combined single limit per occurrence, and (c) comprehensive automobile liability insurance of One Million Dollars ($1,000,000). Contractor shall name County and Company as additional named insureds on the automobile and general liability coverages. Any deductibles, self-insured retentions, or requests to provide lower limits of insurance coverage shall be subject to approval of County's Risk Manager.

6. Hold Harmless/Defense/Indemnification. To the full extent permitted by law, Company and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. Insurance. Company 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, Company shall provide workers' compensation insurance for the

performance of any of its duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Company shall provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability Insurance.

(i) General Liability. Company shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, either issued by a company having an A.M. Best Rating of no less than A:VIII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, 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 Company, its officers or employees, under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(ii) Professional Liability. Reserved.

(iii) Comprehensive Automobile Liability Insurance. Company 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 Company's activities under this Agreement of not less than One Million Dollars ($1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to County), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the County prior to reimbursement for performance of any of the Company's duties under this Agreement; shall reference this Agreement by its County number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the Company's liability. For the insurance coverages referenced in paragraphs 7(b)(i) and 7(b)(iii), Company 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, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Company 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 Company 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. 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.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

8. Termination Due to Excess Cost. If the lowest responsible bid for construction of the Project exceeds Eighteen Thousand Nine Hundred and Eighty-Four Dollars ($18,984), either party may terminate this Agreement by providing written notice to the other party. Prior to termination, the parties shall meet to discuss ways to reduce the cost of the Project, and whether re-bidding the Project could result in lower bids.

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. 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	Company
County of Napa	La Tierra Mutual
Director of Public Works	Water Company
1195 Third Street Rm. 101	540 La Tierra Drive
Napa, CA 94559	Angwin, CA 94508

11. 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.

12. Taxes. Company agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Company 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 the

Company'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, the Company agrees to furnish the County with proof of payment of taxes or withholdings on those earnings.

13. Access to Records/Retention. County, the Napa County Flood Protection and Watershed Improvement Authority, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Company 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, Company shall maintain all required records for at least five (5) years after County makes final payment for any work authorized hereunder and all pending matters are closed, whichever is later.

14. Authority to Contract. County and Company each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

15. Independent Contractor. The parties intend that Company, in performing the obligations specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Company and its employees, agents, and volunteers are not to be considered agents or employees of County and are not entitled to participate in any pension plan, insurance, bonus or similar benefits County provides to its employees.

16. Employment Practices. Company shall not discriminate in its performance under the Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

17. Compliance with Law. Company shall comply with all applicable federal, state and local laws, rules and regulations affecting Company and its work hereunder. Company represents and warrants to County that Company has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Company to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications and approvals. Company represents and warrants to County that Company shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Company to do the work contemplated by this Agreement or, if the work is subcontracted, that Company shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

18. [reserved]

19. 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.

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 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.

21. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. Amendment of Agreement. This agreement may be amended at any time by mutual agreement. Any amendment shall be in writing and signed by both parties.

23. 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.

24. Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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 Napa County, acting by and through the Chair of the Board of Supervisors, and by La Tierra Mutual Water Company, acting by and through the Chair of the Board of Directors.

La Tierra Mutual Water Company,
a California non-profit mutual benefit corporation

By: K NEERGAARD
Chair of Board of Directors

ATTEST:

K NEERGAARD
La Tierra Mutual Water Company Board Secretary

APPROVED AS TO FORM:

La Tierra Mutual Water Company Attorney

NAPA COUNTY, a political subdivision of the State of California

By
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: Processed By:	By:
Date: June 2, 2026 FV 13114816	Deputy Clerk of the Board	

EXHIBIT A
(Project Description)

Pressure Tanks and Chemical Injection Pumps Project

Overview
Company shall replace two critical components of La Tierra MWC water system. First, the three pressure tanks will be replaced, improving the flow available to the water system, especially in the event requiring use of our fire hydrants. Second, the chlorine and pH injection pumps will be replaced, allowing the system to finally have reliable, constant water chemistry dosing.

Project Description

La Tierra MWC water system has three pressure tanks, one of which is completely nonfunctional. While the system has two functioning pressure tanks the controls can have only one pump online at a time. This limits the flow capacity into the water system. In event of fire, La Tierra MWC would have an inadequate flow to fire hydrants spread over three streets in the subdivision. With the upgrades, the water system will have a backup so that the lag pump can run by itself from it's own pressure switch if needed.

Chemical injection pumps are unreliable and have resulted in the pH being acidic for long periods of time, adversely affecting the copper pipes in the members' houses. The chlorine levels have also been unstable. Company will replace the current LMI pumps with Stenner pumps. These pumps are reliable and require much less time to maintain. Chemicals will be injected based upon wear flow through the water meter. Under dosing or overdosing should no longer occur after Company makes this upgrade.

Total Estimated Project Cost - $18,984

Total Measure A Appropriation - $18,984

Justification
This project directly addresses the two objectives of improved water reliability and water quality. Only two of three pressure tanks currently work, and the two that do work cannot work in tandem. Replacing the pressure tanks will provide a backup to supplement the two tanks that will be online concurrently. This will eliminate events where the system has no water pressure due to equipment failure and ensuing emergency repairs.

Water quality has been sub-optimal due to the frequent failures of diaphragm pumps the past several years. Upgrading to Stenner pumps will allow La Tierra’s system to have consistent pH neutral water with the proper dosing of chlorine.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1422

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Approval of Amendment No. 1 to Agreement with ADKO for the "Diamond Mountain Rd Slide Repair", RDS 26-39

RECOMMENDATION

Approve and authorize the Chair to sign Amendment No. 1 to Agreement No. 260303B with ADKO Engineering, Inc. increasing the contract maximum from $19,507 to $427,692 to provide additional engineering services for Diamond Road Slide Repair Project. (Fiscal Impact: $400,000 Expense, additional funds requested for the project costs; General Fund; Reallocation of Budget; Discretionary)

BACKGROUND

Damage occurred at 1699 Diamond Mtn Rd during the storm events that started in November 2025. The failure at Diamond Mountain Rd consists of an upslope failure on the east side of the roadway that extends approximately 230 linear feet in length. Slide debris filled and blocked the creek channel adjacent to the roadway causing water to be pushed out of the creek channel and across the roadway. Because construction will take place adjacent to or within the channel, environmental regulatory agency permits will be required.

On March 10, 2026, the Board of Supervisors authorized creation of the "Diamond Mountain Rd Slide Repair" project and a budget transfer of $100,000 was allocated for the project using the Roads Operating Fund. Of this amount, $90,000 was allocated for consultant services and $10,000 for staff time. Following the budget transfer and approval of the agreement with ADKO, the County moved forward with a feasibility study that explored three potential repair methods. The feasibility study involved estimation of repair costs and evaluation of potential environmental impacts and mitigation related to each of the following repair methods:

1. 10-foot tall retaining wall adjacent to roadway - Engineer's Estimate: $866,000
   This repair method would protect the edge of the roadway but would not prevent continued debris movement into the creek, resulting in further blockage.

2. 10-foot tall retaining wall adjacent to roadway paired with a culvert to facilitate creek flow - Engineer's Estimate: $956,000
   This repair method will project the edge of roadway and will prevent continued debris movement into the creek by directing the creek through a culvert for the length of the wall.

3. 20-foot tall retaining wall offset from the edge of roadway - Engineer's Estimate: $1,966,000
   This repair method would also protect the edge of roadway, would allow the creek to remain "daylighted", and protect the creek from debris but is costly to build and difficult to design.

With the feasibility study now complete, County staff is prepared to move forward with Option 2 based on estimated construction cost and input from environmental regulatory agencies. Staff recommends approval and authorization of Amendment No. 1 to Agreement No. 260303B with ADKO Engineering, Inc., to provide design and environmental services to support the project through construction of the chosen repair option. The cost breakdown is $338,000 for consulting and $62,000 for county staff administration time. Once the construction documents are complete, staff will return to the Board to request approval to advertise the project for bids. A future budget amendment will also be required to fund construction upon award of the construction contract.

Included in the Fiscal Year 2026-27 budget is $7 million in Project RDS01 for a list of 2025 November Storm projects with not-to-exceed project amounts approved by the Board. Diamond Mtn. Rd project (26026) was on the list for design only with a not-to-exceed project amount of $500,000. Construction funding was not budgeted as at the time of budget preparation as there was not a design solution chosen or a good estimate of the cost of the project to construct. With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $400,000 from RDS01 to Project 26026. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of funds.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 260303B with ADKO Engineering, Inc., for an additional $408,185, and therefore, for a new maximum contract amount of $427,692 to provide additional engineering services for the "Diamond Mountain Rd Slide Repair Project (26026)" RDS 26-39.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Fund, Division 20405
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The repairs are needed to prevent further damage and ensure safety.
Is the general fund affected?	No
Future fiscal impact:	Funding will be needed for construction as well as possible mitigation planting and monitoring to satisfy the requirements of environmental permits.
Consequences if not approved:	If not approved, the landslide debris will continue to encroach upon and damage the roadway and creek, creating potential safety hazards for residents.
Strategic Initiatives:	Building Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed project 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 TO

NAPA COUNTY AGREEMENT NO. 260303B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 260303B is made and entered into as of this 28th day of July 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," or "ADKO."

RECITALS

WHEREAS, County entered into Napa County Agreement No. 260303B with Consultant on February 9, 2026 ("Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the 1699 Diamond Mountain Road Landslide Repair Project, RDS 26-39 ("Project"); and

WHEREAS, County and Consultant now desire to amend the Agreement to increase the scope and compensation in order to provide additional engineering design and support services for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Article I, subparagraph 1.1, of the Agreement is amended to read in full as follows:

   Scope of Services. Consultant shall provide County those services set forth in Exhibit "A", attached to the Agreement as originally approved and incorporated by reference therein, and those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Article III, subparagraph 3.1.1, of the Agreement is amended to read in full as follows:

   Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit "B", attached to the Agreement as originally approved and incorporated by reference therein, and those additional fees set forth in Exhibit "B-1" attached to Amendment No. 1 of the Agreement. Exhibit B-1 is attached hereto and incorporated herein by this reference.

3. Article III, subparagraph 3.1.3, of the Agreement is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **Four Hundred Twenty Seven Thousand Six Hundred Ninety One AND 07/100 DOLLARS ($427,691.07)**; 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.

4. Except as provided in subparagraphs 1.1 and 3.1.3, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 260302B as of the date first above written.

ADKO ENGINEERING, INC.

By _____
MAJDI KANAAN, President

By _____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	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: _____ Processed By:	By: _____
Date: July 9, 2026	_____ Deputy Clerk of the Board	

EXHIBIT "A-1"

SCOPE OF WORK

Within this Exhibit "A-1", references to "our" mean "ADKO's" and references to "we" mean "ADKO."

SCOPE OF WORK
ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task 1.2: QC Engineer
ADKO's Senior Engineer will provide QC and constructability reviews on the 35%, 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed.

Task 1.3: QA Services
ADKO will provide QA services and reviews. The reviews will be documented and submitted to County at each phase of the project.

Task 1.4: Project Meetings and Site Visit
ADKO's team will participate in design development meetings and resolve technical issues as they arise and to review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS

Task 2.1: Field Survey and Mapping
Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as

well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Brian Frazier, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Mark Garrette, PLS, including data reduction, terrain modeling, boundary analysis and quality control. CTA assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1' contours across both.
- Prepare a 1"= 20' topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

Task 2.2: Survey Verification
Albion Surveys will perform construction survey verification of the contractor's layout.

Deliverables:

- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (assumes one per site)
- Survey verification memorandum

TASK 3: GEOTECHNICAL

Following recent site visits, including one with County Staff on January 15th, and experiences at similar sites, we are pleased to propose our geotechnical engineering services for the design and construction of a new uphill "catchment" retaining wall to reduce landsliding impacts to the roadway below the failing slope. Sliding in this area was initially reported during the winter of 2024/2025 and a significant volume of slide material has been removed from the site by Roads Department. Additional sliding is anticipated at the site so the "repair plan" we discussed on January 15th includes a relatively tall "catchment wall" on the uphill side of the roadway. The catchment wall will prevent soil/slide debris from landing on the roadway, although overtopping of the wall could occur which will then allow debris to affect the roadway. The taller the wall, the more catchment area and less risk of overtopping but additional construction costs will need to be considered in "optimizing" the wall height which we anticipate will be about 10 feet.

Based on our discussions on January 15th, a wall length of about 150 feet is anticipated, and wall design will include provisions that should allow easier removal of accumulated debris behind the wall. Elevating the roadway by perhaps a foot will be required for proper site drainage, along with reconstructing/repaving the roadway which has deteriorated due to debris removal. The purpose of our services is to develop geotechnical criteria for the project design team to use in preparing construction plans and technical specifications for the project.

Task 3.1: Geotechnical Investigation Report with Design Recommendations
Based on the findings from our Phase 1 drilling and topographic mapping, we will consult with the project design team to select a "preferred" repair alternative. We will prepare a Geotechnical Investigation Report with recommendations for the preferred repair type which we anticipate will be a subdrain and buttress fill. Our report will also include subsurface drainage recommendations, recommendations for backfill compaction an maximum slope inclination, roadway restoration, utility trenches and other items.

Task 3.2: Supplemental Consultation
We will consult with the project consultants and County Staff as plans are being prepared and we will review plans to offer an opinion on whether they conform to our recommendations.

Task 3.3: Construction Observation and Testing
During construction, we should be present intermittently to observe and test the geotechnical portions of the work in order to verify conditions are as anticipated and that the Contractor's workmanship is in general conformance to the project plans and specifications. Items to be observed include foundation excavation and concrete placement (if a conventional wall is selected) or geogrid for a block wall, wall drainage and backfill placement and compaction along with other items, depending on final design and roles of other consultants.

Deliverables:

- Geotechnical Borings
- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing Report

TASK 4: HYDROLOGY AND HYDRAULICS

This scope of services will provide hydraulics analyses for the Diamond Mountain emergency drainage in Napa County. Schaaf & Wheeler will gather field data, review all available data for the site, perform hydrology and hydraulic analyses, and develop a proposed engineering solution to meet the County's goals. Schaaf & Wheeler will conduct the necessary task to size emergency stormwater conveyance facilities on Diamond Mountain Road.

Task 4.1: Develop Flows

Schaaf & Wheeler will develop steady state flows for the site using standard methodologies. Likely, the 2-year and 10-year flows will be developed.

Task 4.2: Size New Channels

Schaaf & Wheeler will develop and size two channel concepts. One atop the recent slope failure material and the other approximately in the pre-failure locations. The channels will be sized based on the flows in Task 1. Schaaf & Wheeler will work with the project team to determine the proposed channel bed material.

Task 4.3: Size Culvert

Schaaf & Wheeler develop a culvert size and alignment based on the post slide conditions. The culvert will be sized based on the flows from Task 1.

Task 4.4: Size Inlet and Outfall Concept Development

Schaaf & Wheeler will develop concepts for the intake and outfalls for the culvert and channels in Tasks 2 and 3. Readily available standard details will be utilized for these facilities.

Task 4.5 Technical Memorandum and Standard Details

Based on the results of Tasks 1 to 4, Schaaf & Wheeler will develop a technical memorandum. This technical memorandum will present the results of the analyses and recommendations.

TASK 5: ENVIRONMENTAL STUDIES

Task 5.1: Cultural Resources Assessment and Letter Report

Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic-period built environment resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity. Kleinfelder will also conduct a cultural resources survey and inventory of the project area to assess any cultural resources present on the site. This task assumes one archaeologist will perform one, 8-

hour field survey and record. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, global positioning system [GPS] usage). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of the National Preservation Act (NHPA). The report will describe the results of background research, cultural context, records search and survey results, and any management recommendations.

Assumptions:

- A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed (NTP).
- No Native American consultation support is included.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed $500.
- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and a scope/budget augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- One electronic version of the Archaeological Assessment Report will be provided within approximately 6 weeks of NTP. Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the report.
- Both sites can be surveyed the same day.
- Mileage at the standard 2026 IRS rate is included in this task.

Task 5.2: Biological Resources Assessment and Letter Report

This task is comprised of a desktop evaluation of terrestrial wildlife and plant species and habitats, to document existing biological resources within the proposed project area. Prior to the field survey, a query of the following databases will be performed to identify any occurrences of listed or special status species, sensitive habitats, and/or rare and endangered plants found within a two-mile radius of the site:

- California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB)
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Planning Tool
- USFWS National Wetlands Inventory (NWI),
- California Native Plant Society (CNPS) Rare Plant Inventory
- USFWS Critical Habitat Mapper

The results of the desktop evaluation will be presented in a technical letter report. The report will

include a description of the project, a discussion of the methods, an assessment of existing vegetation communities, sensitive biological resources, wetlands or other waters potentially under jurisdiction of the U.S. or State, the significance of potential project impacts in accordance with CEQA and/or NEPA, and any recommended avoidance and mitigation measures that would be necessary for project approval to avoid or reduce these impacts.

The need for additional focused biological surveys or formal wetlands delineation will be identified, as well as regulatory mechanisms necessary for approval of the slide repair. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

Assumptions:

- Does not include permitting assistance. Kleinfelder would be happy to provide a separate scope and cost upon request if the biological resources report determines that environmental permits are needed.
- Both sites can be surveyed on the same day.
- If the scope of the Project changes or expands, additional field surveys may be required at an additional cost.

Task 5.3: Northern Spotted Owl Protocol-Level Surveys (Required if construction takes place between February 1 - August 31)
A team of two qualified Kleinfelder biologists will conduct protocol-level surveys for Northern spotted owl (NSO) within an approximate 0.25-mile buffer around the project area that contains suitable habitat for NSO. Up to 100 acres will be included in the buffer area. The survey procedure will follow guidance from the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012) and will consist of performing six nighttime spot calling surveys at established calling stations. Surveys will be performed at least seven days apart, and at least three of the complete visits will be conducted before 30 June; this includes at least two visits in May and one in June. A digital wildlife caller will be used and NSO recordings will be played for the duration of approximately 3-4 complete calls, then 1-2 minutes will be spent listening at each station before playing another set of calls. This cycle will be repeated for approximately 10-15 minutes at each station, or until a NSO responds. Surveys will not be performed during periods of inclement weather (e.g., rain, heavy fog, or high winds), or in areas near streams where there is potential for noise interference with NSO calls.

During each survey, datasheets will be utilized to record information regarding survey time, location, weather, presence of other raptors, compass bearing and approximate distance to NSO, time of first response, age of NSO (if known), status (resident single, individual, or pair, and if there is an active nest), and type of detection (audible or visual). Each NSO estimated location will be recorded with a GPS device and depicted on an appropriately scaled map.

Should a NSO detection occur during any of the nighttime calling surveys, this task includes one daytime follow-up survey to determine the status of the detected NSO. Should there be a gap between project initiation/construction and the start of the NSO nesting season, this task includes up to three spot check surveys, to be performed using the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012). A summary memo for each spot check survey is included in this task.

The results of the surveys will be documented in an email to the client and Napa County within 48 hours after completion. A memo will be prepared at the conclusion of the surveys that will describe the site location, times and dates of the surveys, weather observations, methods, and results of the surveys. Any active nests will be recorded by the qualified biologist and depicted on a field map for documentation. This task includes up to 12 total hours of time for coordination with the client and Napa County, coordination with CDFW regarding the results of the protocol-level surveys, and response to any comments from CDFW on the summary memo.

Assumptions:

- Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.
- No additional daytime follow-up surveys are included, as Kleinfelder will assume surveys are complete and the project area is occupied if a NSO is detected.
- Per diem and mileage at the standard federal 2026 GSA rate is included in this task.

Task 5.4: Aquatic Resource Delineation

Prior to a field investigation, a desktop review of the biogeography, elevation, vegetation, soils, and habitat on the site will be performed. During the field investigation, a Kleinfelder wetland specialist will delineate and map the extent of aquatic resources, which will include identification of wetland and non-wetland jurisdictional waters within the project boundary that examines vegetation, soils, and hydrology. Routine on-site delineation forms based on the applicable Regional Supplement will be completed for sample areas to determine jurisdictional and wetland boundaries. The preliminary jurisdictional delineation of these areas will be made based on the regulations of the following agencies:

- Waters of the U.S., including wetlands, under the jurisdiction of the Army Corps of Engineers (USACE) pursuant to Section 404 of the federal Clean Water Act.
- Wetlands under the jurisdiction of the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act.
- Wetlands under the jurisdiction of California Department of Fish and Wildlife (CDFW), pursuant to Section 1602 of the California Fish and Game Code.

The extent of any streams will be mapped to the Ordinary High Water Mark (OHWM) as defined by the USACE Regulatory Guidance Letter No. 05-05 Ordinary High Water Mark Identification. Wetlands will be mapped using routine onsite methods as outlined in the USACE Wetlands Delineation Manual (USACE 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2010). Other regulatory guidance documents will be used as necessary, and datasheets will be completed to document the

field verification. Mapping will be performed using a GPS unit capable of sub-meter accuracy. The field delineation is expected to require one field day.

Assumptions:

- Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.
- Mileage at the standard 2026 Internal Revenue Service (IRS) rate is included in this task

Task 5.5: Environmental Permit Applications

Potential impacts Kortum Creek will be determined during the biological field assessment. Based on the extent of impacts to Kortum Creek that are likely to be associated with installation of hardscape on the creek bed or bank, we anticipate that the Project will require several permit applications including the following:

- Lake and Streambed Alteration Agreement from California Department of Fish and Wildlife (CDFW) pursuant to Section 1602 of the California Fish and Game Code
- Authorization from the Regional Water Quality Control Board (RWQCB) under Section 401 of the Clean Water Act
- Authorization from the Army Corps of Engineers (USACE) via a Nationwide Permit under Section 404 of the Clean Water Act
- Section 7 consultation by USACE with the United States Fish and Wildlife Service (USFWS)
- Section 7 consultation by USACE with the National Marine Fisheries Services (NMFS)

We assume that the Biological Assessment is sufficient for the consultation and that it will be completed before permit applications are required. Kleinfelder will prepare and submit applications for regulatory permits to the USACE, RWQCB, and CDFW, as necessary. Biological assessments of impacts to special status species will be supplied to USACE for Section 7 Consultation. Application requirements of each of the agencies differ, but there is a great deal of overlap such as providing a project description, discussion of avoidance and minimization measures, etc. To the extent feasible, processing with the agencies will be done concurrently; for example, if a site visit is required, Kleinfelder will attempt to coordinate a single meeting attended by all agencies rather than holding separate meetings for each agency. This task includes scheduling and providing a presentation for one interagency meeting, one round of review by the County, and one round of revisions after review by the agencies, as well as one field visit. Kleinfelder will provide responses to 30-day incomplete letters if required. Kleinfelder will continue to facilitate communications with the agencies until the permit is finalized.

Assumptions:

- Project will be constructed during 2027.
- A map depicting the assumed limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed.

- This proposal assumes no additional permits beyond those listed will be required for this work.
- Assumes that continued communications with agencies will not exceed 20 hours total.
- If additional permits are required, Kleinfelder will be happy to assist under a separate proposal.
- This proposal does not cover any surveys or additional construction support that may be required during the construction phase of this project. Kleinfelder would be happy to assist with any future construction support under a separate proposal.
- Assumes that a geomorphological survey of the creek is not required. If the agencies request a geomorphology study, Kleinfelder will be happy to assist under a separate proposal.

TASK 6: DESIGN

Task 6.1: Design Basis Memorandum
The ADKO (ADKO) Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables:

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 6.2: 65% PS&E Submittal
The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2015 Caltrans and County specifications wherever possible. ADKO will be responsible for the retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:

- 65% Plans, Technical Specifications, and Estimates (.dwg, .xcl, .doc and PDF as applicable)

Task 6.3 95%: PS&E Submittal
The ADKO Team will refine the 65% PS&E and generate the 95% PS&E design by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 6.4: Issued for Bid PS&E Submittal
The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is

anticipated that the County will take the ADKO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 7: CONSTRUCTION SUPPORT

Task 7.1: Bid support
ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 7.2: Design Services during Construction
ADKO team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

Task 7.3: As-Built Design Plans
Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 7.4: Resident Engineer/Structures Representative
ADKO team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

Assumptions:

- This Project will be designed to Caltrans 2024 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the ADKO Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders.

Compensation:

Consultant shall be compensated for a not-to-exceed fee of $408,184.38 for the additional services above.

Consultant shall be compensated at the rates set forth in Exhibit B-1 for the additional services for a new amount not to exceed $427,691.07.

EXHIBIT "B-1"
COMPENSATION AND FEE SCHEDULE

ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS					
		Majd Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzai Engineering Designer	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	(Schaaf & Wheeler)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (1.5%)	Total Not To Exceed Cost
	BILLING RATES	$256.02	$209.85	$209.85	$187.46	$187.46	$132.40								
No.	Task Description														
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	64	0	0	0	0	0	64	$ 16,385.28						$ 16,385.28
	1.1 Project Management	15						15	$ 4,096.32						$ 4,096.32
	1.2 Project Meetings and Site Visit	49						49	$ 12,288.96						$ 12,288.96
2	TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS	8	0	0	0	0	0	8	$ 2,048.16			$ 10,700.00		$ 1,605.00	$ 14,353.16
	2.1 Field Surveys and Mapping	8						8	$ 2,048.16			$ 9,200.00		$ 1,380.00	$ 12,628.16
	2.2 Survey Verification Construction Phase							0	$ -			$ 1,500.00		$ 225.00	$ 1,725.00
3	TASK 3: GEOTECHNICAL	8	0	0	0	0	0	8	$ 2,048.16	$ 34,800.00	$ -	$ -		$ 3,220.00	$ 42,068.16
	3.1 Geotechnical Investigation Report with Recommendations	8						8	$ 2,048.16	$ 12,800.00				$ 1,920.00	$ 16,768.16
	3.2 Supplemental Consultation							0	$ -	$ 2,000.00				$ 300.00	$ 2,300.00
	3.3 Construction Observation and Testing							0	$ -	$ 20,000.00				$ 3,000.00	$ 23,000.00
4	TASK 4: HYDRAULICS/HYDROLOGY	0	0	0	0	0	0	0	$ -	$ -	$ 8,660.00	$ -		$ 1,029.75	$ 9,689.75
	4.1 Develop Flows							0	$ -		$ 950.00			$ 142.50	$ 142.50
	4.2 Size New Channels							0	$ -		$ 2,855.00			$ 428.25	$ 428.25
	4.3 Size Culvert										$ 1,265.00			$ 189.75	$ 189.75
	4.4 Size Intake and Outfall							0	$ -		$ 1,795.00			$ 269.25	$ 269.25
	4.5 Tech Memo and Standard Details	8						8	$ 2,048.16		$ 1,795.00			$ 269.25	$ 2,317.41
5	TASK 5: ENVIRONMENTAL STUDIES	8	0	0	0	0	0	8	$ 10,240.80	$ -	$ -	$ -	$ 87,575.00	$ 13,136.25	$ 110,952.05
	5.1 Cultural Resources Assessment and Letter Report	8						8	$ 2,048.16				$ 14,000.00	$ 2,100.00	$ 18,148.16
	5.2 Biological Resources Survey and Report	8						8	$ 2,048.16				$ 14,000.00	$ 2,100.00	$ 18,148.16
	5.3 NSO Survey and Report	8						8	$ 2,048.16				$ 24,350.00	$ 3,652.50	$ 30,050.66
	5.4 Aquatic Resources Delineation Survey and Report	8						8	$ 2,048.16				$ 11,500.00	$ 1,725.00	$ 15,273.16
	5.5 Environmental Permit Applications	8						8	$ 2,048.16				$ 23,725.00	$ 3,558.75	$ 29,331.91
6	TASK 6: DESIGN	68	232	384	232	0	0	916	$ 187,707.20						$ 187,707.20
	6.1 Design Basis Memorandum	4	8		8			20	$ 4,130.56						$ 4,130.56
	6.2 35% Plans and Estimate Submittal	16	80	120	80			296	$ 60,226.72						$ 60,226.72
	6.3 65% PS&E Submittal	16	80	120	80			296	$ 60,226.72						$ 60,226.72
	6.4 95% PS&E Submittal	16	40	120	40			216	$ 44,694.32						$ 44,694.32
	6.5 100% PS&E Submittal	16	24	24	24			88	$ 18,428.88						$ 18,428.88
7	TASK 7: CONSTRUCTION SUPPORT	21	20	21	28	0	0	90	$ 27,028.78						$ 27,028.78
	7.1 Bid Support	4	4	4	4			16	$ 3,412.64						$ 3,412.64
	7.2 Design Services During Construction	16	16	16	16			64	$ 13,651.36						$ 13,651.36
	7.3 As-Built Design Plans	1		1	8			10	$ 1,964.58						$ 1,964.58
	7.4 Resident Engineer/Structures Rep							0	$ 8,000.00						$ 8,000.00
	TOTAL HOURS	177	232	405	260	0	0	1,094							
	TOTAL COST	$ 45,315.54	$ 50,614.20	$ 84,995.40	$ 48,739.69	$ -	$ -		$ 245,458.38	$ 34,800.00	$ 8,660.00	$ 10,700.00	$ 87,575.00	$ 20,991.00	$ 408,184.38

FV ID. 13115667

Napa County
Department of Public Works

PROJECT BUDGET

Project Coding: 26026

7/13/2026

Diamond Mtn Road Landslide Repai Project, RDS 26-39						
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Design and Engineering Consultant	$428,000	$338,000	$90,000	$19,507	22%	$70,493
County Project Management/Administration	$72,000	$62,000	$10,000	$6,669	67%	$3,331
TOTAL	**$500,000**	**$400,000**	**$100,000**	**$26,176**	**26%**	**$73,824**

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1424

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Construction Contract Award for the "Pueblo Area Ditch Project, RDS 25-36"

RECOMMENDATION

Award a Construction Contract to Peters Excavating, Inc. of Sebastopol, California in the amount of $199,738 for the "Pueblo Area Ditch Project, RDS 25-36". (Fiscal Impact: $349,999 Expense for the construction contract and other project costs; Accumulated Capital Outlay; Reallocation of Budget; Discretionary)

BACKGROUND

The Pueblo Area Ditch Project involves repairs and improvements to two existing open-channel drainage ditches commonly referred to as the "Sandra-Kathleen Ditch" and the "West Pueblo Ditch." These ditches are located within an unincorporated subdivision in the City of Napa (historically known as the "Vista Manor") and were originally developed in the 1950s. While the City and County of Napa share jurisdictional boundaries within this subdivision, the County holds ownership and/or easement rights over both ditches.

The original subdivision plans indicated these ditches would be enclosed in 24-inch diameter pipelines; however, the developer did not complete this design and left the channels as open ditches. Properties along Sandra Drive, Kathleen Drive, West Pueblo Avenue, Edith Court, Margo Court, Geraldine Court, and Burnette Court back up to these drainage corridors, and privately-owned fences currently delineate the edges of the County's drainage easements.

Over time, both ditches have experienced significant erosion and degradation. Originally designed with approximately three feet of walkway space on either side, many sections now have less than one foot of clearance and are no longer safely accessible for maintenance without creating a tripping or falling hazard. The ditches are unlined and lack erosion control, resulting in undermining of adjacent private fences and associated property impacts. Napa County's current Road and Street Standards would not permit the use of unlined open-channel ditches under similar circumstances, and the current conditions present clear safety, erosion, and contamination concerns. In addition to structural concerns, there are ongoing public health and safety issues.

Some property owners have historically disposed of trash and fecal matter into the ditches behind their fences, creating hazardous working conditions for County maintenance crews and requiring the removal of illegally discarded materials. Due to access limitations, maintenance must be performed by hand, and the ditches are now overgrown with non- native and invasive plant species, including palm trees, bamboo, and Himalayan blackberry.

To address the issues at the West Pueblo Ditch, the Public Works Department proposes to install a subsurface storm drain pipeline to handle high frequency storms within the existing ditch and backfill it with compacted soil. This design will stabilize the area, reduce erosion and property loss, and improve long-term maintenance access. Staff therefore recommends proceeding with the proposed improvements for the West Pueblo Ditch. The Board authorized advertising for the project on June 2, 2026, and the Public Works staff opened bids on July 7, 2026, with the results listed below:

Gaub Trucking Corp	San Ramon, CA	$199,625
Peters Excavating, Inc.	Sebastopol, CA	$199,738
LVI Engineering, Inc.	San Rafael, CA	$205,160
Roots Strong Builder	American Canyon, CA	$207,600
Ground Control, Inc.	San Francisco, CA	$221,610
W.R. Forde Associates	Richmond, CA	$222,100
Imperial Construction & Engineering, Inc.	Roseville, CA	$230,000
Maggiora & Ghilotti	San Rafael, CA	$308,308
Taylor-Bailey, Inc.	St. Helena, CA	$368,000

The first lowest bidder, Gaub Trucking Corp., submitted their bid bonds late after the due date/time. Therefore, staff recommends rejecting this bidder as non-responsive. The engineer's estimate was $225,000. Staff recommends award to the second lowest bidder, Peters Excavating, Inc., for their responsive total bid of $199,738.

Construction is anticipated to commence in August 2026 and to be completed by October of 2026, weather and site conditions permitting. A 15% construction contingency of $29,961 is requested for any unforeseen items of work. $47,000 for Construction Management, $47,300 for Project Management and $26,000 for Construction Material Testing and Inspection. The total project budget is $404,999 of which $55,000 was already approved by the board on August 19, 2025.

Included in the Fiscal Year 2026-27 budget is $14,850,000 million in Project RDS00 for a list of Roads Capital Improvement Projects with not-to-exceed project amounts approved by the Board. Pueblo Stormwater Conveyance also known as Pueblo Area Ditch project 25049 was on the list with a not-to-exceed amount of $350,000. With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $349,999 from RDS00 to Project 25049. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of funds.

Peters Excavating, 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, Solano-Napa Builder's Exchange, OpenGov 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 Gaub Trucking Corp; and

2. Award of a construction contract for the “Pueblo Area Ditch, RDS 25-36” to Peters Excavating, Inc. for their low total bid of $199,738.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Fund, Division 20405
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public and County employee safety.
Is the general fund affected?	No
Future fiscal impact:	Construction will be completed in FY 2026-27 with no future impacts.
Consequences if not approved:	More erosion will occur which would lead to losses in private property and potential claims against the County.
Strategic Initiative	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR § 15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

County of Napa
Public Works Department

BUDGET SUMMARY: PUEBLO AREA DITCH PROJECT: RDS 25-36						
Project 25049						7/28/2026
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	$199,738	$199,738	$0	$0	0%	$0
15% Construction Contingency	$29,961	$29,961	$0	$0	0%	$0
Design and Engineering	$50,000	$0	$50,000	$24,411	49%	$25,589
10% Design and Engineering Contingency	$5,000	$0	$5,000	$0	0%	$5,000
Construction Management	$47,000	$47,000	$0	$0	0%	$0
Project Management	$47,300	$47,300	$0	$0	0%	$0
Construction Material Testing and Inspection	$26,000	$26,000	$0	$0	0%	$0
TOTAL	$404,999	$349,999	$55,000	$24,411	0%	$30,589

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1429

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Construction Contract Award for the "Mt. Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24"

RECOMMENDATION

Award a Construction Contract to Piazza Construction of Penngrove, California, in the amount of $1,268,000 for the "Mt Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24". (Fiscal Impact: $2,220,799 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary)

BACKGROUND

Damage was caused to Mt. Veeder Road MPM 4.3 from the storm events occurring in Napa County in November 2025. Intense rainfall saturated the road embankment causing a downhill slide approximately 160 feet long at Mt. Veeder Road MPM 4.3 near Lokoya Road. The slide repair will include constructing a cast-in-drilled-hole (CIDH) concrete retaining wall extending approximately 187 feet. The crib wall heights are 4 feet to 16 feet. Tiebacks will be installed to provide additional lateral support and allow for one travel lane to remain open during construction. Repaving the roadway will restore the asphalt concrete surface and pre-slide drainage patterns.

At Mt. Veeder Road 3.25, an approximately 100-foot-long area of the downslope (northbound) lane is experiencing significant slope creep and settlements. This is typically followed by a land slide in future storm events that will threaten the road. To be pro-active, and instead of building an expensive retaining wall, stitch piers are proposed to help prevent the roadway from sliding. The stitch piers are 18" in diameter and extend 20 linear feet deep into the ground.

On March 10, 2026, the Board of Supervisors authorized creation of the "Mt Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24" (Project 26024) and a budget transfer of $456,986 was allocated for the project using the Roads Fund (Fund 2040, Sub-Division 2040000). Of this amount, $376,986 was allocated for design services and $80,000 for staff time.

The Board authorized advertising for the project on June 2, 2026, and the Public Works staff opened bids on

July 7, 2026, with the results listed below:

Piazza Construction	Penngrove, CA	$1,268,000
Gordon N. Ball, Inc.	Walnut Creek, CA	$1,396,878
Rege Construction	Cloverdale, CA	$1,407,624
Maggiora & Ghilotti	San Rafael, CA	$1,515,515
Ghilotti Construction Company, Inc.	Santa Rosa, CA	$1,520,511
Granite Construction Company	Ukiah, CA	$1,549,758
North Bay Excavation	Valley Ford, CA	$1,596,357
Wright Construction Engineering Corp.	San Marcos, CA	$1,721,136

The engineer's estimate was $1,600,000. Staff recommends award to Piazza Construction for their responsive total bid of $1,268,000. Construction is anticipated to commence in August 2026 and to be completed by November of 2026, weather and site conditions permitting. A 20% construction contingency of $253,600 is requested for any unforeseen items of work. $14,199 for Design and Engineering Consultant, $25,000 for Engineering Consultant Contingency, $240,000 for Construction Management, $160,000 for County Project management and administration, $250,000 for Environmental, Geotechnical and Special Inspections and $10,000 for any Mailers, Newspaper Advertisements and Permits. The total project budget is $2,677,785 of which $456,986 was already approved by the board on March 10, 2026.

Included in the Fiscal Year 2026-27 budget is $7 million in Project RDS01 for a list of 2025 November Storm projects with not-to-exceed project amounts approved by the Board. Mt Veeder Road MPM 4.3 and MPM 3.25 also known as Mt. Veeder Rd. at Lokoya (26024) was on the list with a not-to-exceed amount of $3,000,000. With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $2,220,799 from RDS01 to Project 26024. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of funds.

Piazza Construction 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, Solano-Napa Builder's Exchange, OpenGov and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of a construction contract for the “Mt Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24” to Piazza Construction for their low total bid of $1,268,000 and authorization for the Chair to sign the construction contract.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is this budgeted?	Roads Fund, Division 20405
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public safety.
Is the general fund affected?	No
Future fiscal impact:	Funding will be needed in FY 26-27 for permitting and construction. Permits may require mitigation planting and monitoring for up to 10 years after construction completion.
Consequences if not approved:	Slides could damage more of the roadways which could potentially remove road access for residents and result in a major disruption of emergency response in the affected areas.
Strategic Initiative	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Project 26024	Mt Veeder Rd MPM 3.25, RDS 26-24					7/28/2026
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	$221,477	$221,477	$0	$0	0%	$0
20% Construction Contingency	$44,295	$44,295	$0	$0	0%	$0
Design and Engineering Consultant	$14,199	$14,199	$0	$0	0%	$0
Engineering Consultant Contingency	$5,000	$5,000	$0	$0	0%	$0
Construction Management	$100,000	$100,000	$0	$0	0%	$0
County Project Management/Administration	$80,000	$80,000	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$100,000	$100,000	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$5,000	$5,000	$0	$0	0%	$0
TOTAL	$569,971	$569,971	$0	$0	0%	$0

Project 26024	Mt Veeder Rd MPM 4.3, RDS 26-24					7/28/2026
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	$1,046,523	$1,046,523	$0	$0	0%	$0
20% Construction Contingency	$209,305	$209,305	$0	$0	0%	$0
Design and Engineering Consultant	$376,986	$0	$376,986	$299,028	79%	$77,958
Engineering Consultant Contingency	$20,000	$20,000	$0	$0	0%	$0
Construction Management	$140,000	$140,000	$0	$0	0%	$0
County Project Management/Administration	$160,000	$80,000	$80,000	$70,000	88%	$10,000
Environmental, Geotechnical and Special Inspections	$150,000	$150,000	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$5,000	$5,000	$0	$0	0%	$0
TOTAL	$2,107,814	$1,650,828	$456,986	$369,028	81%	$87,958

Project 26024	Mt Veeder Rd MPM 4.3, RDS 26-24 and Mt Veeder Rd MPM 3.25, RDS 26-24					7/28/2026
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	$1,268,000	$1,268,000	$0	$0	0%	$0
20% Construction Contingency	$253,600	$253,600	$0	$0	0%	$0
Design and Engineering Consultant	$391,185	$14,199	$376,986	$299,028	79%	$77,958
Engineering Consultant Contingency	$25,000	$25,000	$0	$0	0%	$0
Construction Management	$240,000	$240,000	$0	$0	0%	$0
County Project Management/Administration	$240,000	$160,000	$80,000	$70,000	88%	$10,000
Environmental, Geotechnical and Special Inspections	$250,000	$250,000	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$10,000	$10,000	$0	$0	0%	$0
TOTAL	$2,677,785	$2,220,799	$456,986	$369,028	81%	$87,958

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1348

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff/Coroner/Deputy Director of Emergency Services

REPORT BY: Brieanna Jones- Emergency Services Officer

SUBJECT: Resolution Approving FY25 Emergency Management Performance Grant

RECOMMENDATION

Adopt a Resolution to participate in and accept the Fiscal Year 2025 Emergency Management Performance Grant, and to designate signing authority for support of emergency preparedness efforts; establish a capital asset; and approve a Budget Amendment. (Fiscal Impact: $148,113 Revenue and Expense; General Fund; Not Budgeted; Discretionary).

[4/5 vote required]

BACKGROUND

The Fiscal Year 2025 (FY2025) Emergency Management Performance Grant (EMPG) program plays an important role in implementing the National Preparedness System. It supports efforts to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.). Title VI of the Stafford Act authorizes Federal Emergency Management Agency (FEMA) to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions.

The State of California's Governor's Office of Emergency Services (Cal OES), annually allocates and administers federal funds through the State's EMPG Program for the purpose of improving emergency management capabilities at the state, local and tribal levels. Cal OES has allocated to the Napa County Office of Emergency Services $148,113 in EMPG funds, for the period of July 1, 2025, through June 30, 2027, to strengthen the County's ability to plan for, prevent, protect from, mitigate against, respond to, and recover from emergencies, disasters, crimes, and terrorist events. On October 1, 2025, the County Office of Emergency Services (OES) notified the State of Cal OES of its intention to participate in the FY2025 Emergency Management Performance Grant and accept the award amount of $148,113.

The FY2025 EMPG program funds will be used to support the OES emergency management capabilities and the projects chosen for funding this year were developed by Napa County OES and are based on its assessment and prioritization of the operational need for planning and training with input from stakeholders throughout the county.

The Office of Emergency Services FY2025 EMPG expenditure plan is enumerated here:

• **Project A - Emergency Management Software ($30,000)** This software will allow increased interaction with the public during disasters as well as communicate better with jurisdictions within Napa County's Emergency Operations Centers.

• **Project B - Deployment Barrier System ($58,113)** The deployment barrier system will allow protection in congested areas by tourists and residents of Napa County while allowing for flow of traffic when needed but blockages to roadways where we need to harden the flow of traffic.

• **Project C - Training and Exercise for Reunification - ($60,000)** It is important and vital that OES continue training with county staff and jurisdictions within Napa County on various exercise scenarios. Reunification is an area of training that has not yet been exercised but preliminary planning has been done, and this will further the development of plans and training which poses a complex and challenging operation during large incidents.

The grant terms require the County to purchase the equipment and services prior to receiving reimbursement from the EMPG grant funds. Participation in the EMPG program requires a dollar-for-dollar match (cash or third-party in-kind contributions), and it is a reimbursement grant, which requires the County to purchase services and equipment prior to receiving reimbursement from the EMPG grant funds. Napa County OES verified reimbursement eligibility, however, prior to making the expenditure.

Napa County's award and therefore, match requirement, is $148,113. The Office of Emergency Services intends to fulfill the match obligation by using the following general funded emergency preparedness-related expenditures already budgeted in OES Operations (Org 1380000) FY26-27 budget:

• Emergency Preparedness Volunteer Coordinator Contract Fee - These are contracts Napa County OES manages for emergency preparedness, disaster recovery, donation and volunteer management.

• Public Awareness/Emergency Notification Local Vendor Contract Fee - This contract helps Napa County to deliver timely messages to the public regarding actions to take during an emergency.

• Office of Emergency Services Satellite Services Fee - This is a valuable resource to Napa County OES and other agencies within Napa County as it allows us to work in more rural areas within the concern for disruption in services.

Napa County OES manages and coordinates the program projects. The Undersheriff may initiate reallocation of certain expenses to meet the needs of specific projects. Napa County OES will, as required by 2 CFR 200.313, subd. (d), physical inventory equipment purchased with FY2025 EMPG funds every two years and maintains appropriate inventory records.

Requested Actions:

1. Adopt a resolution approving participation in the federally funded Fiscal Year 2025 Emergency Management Performance Grant for the period of July 1, 2025, through June 30, 2027, for a maximum amount of $148,113.

2. Approval of a Budget Amendment increasing appropriations for the Emergency Services Grants subdivision

professional services (Org 1380005, Obj 52490, 53415, and 55400) budget by $148,113 with offsetting revenues from Fiscal Year 2025 EMPG funding.

3. Establishment of a capital asset for the deployment barrier system in the amount of $58,113 (Org 1380005, Obj 55400).

4. Delegating signing authority to the Assistant Chief Executive Officer and the Undersheriff to accept and administer the program funds, including executing the agreement and any subsequent amendments, modifications which are within budget appropriations.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	To be budgeted in OES Grants Budget - 1380005
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	FY2025 EMPG grant funds will reimburse the grant budget upon completion of the grant's performance period.
Is the general fund affected?	Yes
Future fiscal impact:	Funding will be budgeted each year for two years in the OES Grants Budget 1380005 (FY26-27, FY27-28).
Consequences if not approved:	If not approved, OES will not participate in FY25 EMPG.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO.

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS AUTHORIZING PARTICIPATION IN THE 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM AND ACCEPTANCE OF ALLOCATED FUNDS

WHEREAS, on May 12, 2026, the State of California's (State) Governor's Office of Emergency Services (Cal OES) notified Napa County of the opportunity to participate in the Fiscal Year 2025 Emergency Management Performance Grant Program (EMPG); and

WHEREAS, these federal funds have been secured by the State and each California county allocation was included in the State's EMPG supplemental guidance announcement; and

WHEREAS, Cal OES requires that a resolution certified by the Napa County Board of Supervisors be submitted to finalize the acceptance process; and

WHEREAS, Cal OES allocates the federal Department of Homeland Security funds administered through the State's EMPG program for the purpose of supporting comprehensive all-hazards emergency preparedness for the protection of life and property; and

WHEREAS, the County Executive Office submitted an application on behalf of the Napa County Office of Emergency Services to Cal OES by the October 1, 2025, deadline.

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

1. The Board approves the County's participation in the federally funded Fiscal Year 2025 Emergency Management Performance Grant Program for the period of July 1, 2025, through June 30, 2027.

2. The County accepts the State's revenue allocation of federal Department of Homeland Security funds in the amount of $148,113 to Napa County and related appropriations to enhance catastrophic incident planning, response, and recovery in the Napa County Operational Area.

3. The Assistant Chief Executive Officer and the Undersheriff are each separately authorized to execute documents for and on behalf of Napa County, a political subdivision of the State of California, and take any other actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July 2026 by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the State of California

By: _____
Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Date: June 18, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1421

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner/Deputy Director of Emergency Services

REPORT BY: Angel Hernandez, Emergency Services Officer

SUBJECT: Amendment No. 1 to Agreement No. 250235B with Community Organizations Active in Disaster

RECOMMENDATION

Approve and authorize Amendment No. 1 of Agreement No. 250235B with the Napa Valley Community Organizations Active in Disaster to extend the term to June 30, 2027, to provide ancillary services to the community. (Fiscal Impact: $50,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The 2014 South Napa Earthquake and 2015 Lake County Valley Fire and Calistoga sheltering response underscored the critical need to develop a structure in Napa County to improve community resilience by identifying and directing vital resources to help residents recover from a disaster. Local government cannot meet these needs alone and relies on non-profit agencies for service delivery. These agencies bring a myriad of resources to serve a diverse array of populations, particularly those who are vulnerable and at risk for the most devastating outcomes.

The earthquake and fires highlighted the need for better coordination and communication between non-profit agencies and local government. With funding from Napa Valley Vintners, the Napa Valley Community Foundation convened a “lessons learned” forum with several agencies. A resounding theme that emerged from the forum was the need for a system in Napa County through which local government and agencies can communicate and collaborate. This would allow for not only greater preparedness but also would create stronger community resilience and coordination amongst the non-profit and public sector during disaster mitigation, response, relief, and recovery. In 2016, the Community Organizations Active in Disaster (COAD) was created, modeled after similar structures in Counties and Cities across the nation.

COAD is an inclusive coalition, which strategically networks its autonomous member organizations to maximize the County’s capacity for disaster mitigation, preparedness, response, and recovery. COAD works to complement government efforts, not duplicate their services. COAD is not a direct service provider during an emergency response but focuses on effectively coordinating the work of member agencies and subcommittees

to ensure collaboration, to minimize the duplication of services, and to maximize available resources.

In July of 2020, Napa County entered into a Professional Services Agreement with COAD to provide essential services during the COVID pandemic response. When the August fires took place, COAD also activated its membership to assist the County in filling needs of the community members. This provided many residents with services the government would not otherwise have been able to provide.

Today, the Office of Emergency Services continues their partnership with COAD and are grateful to have their support.

Key Initiatives of COAD:

Readiness to Serve: To ensure operational readiness of resources amongst the community, COAD maintains a strong subcommittee structure with many nonprofit organizations (NGO). COAD also conducts Countywide preparedness informational campaigns and workshops (i.e. Insurance preparedness workshops, Meet Your Neighbor Program, and Until Help Arrives) throughout Napa County in both English and Spanish. This new scope of work recognizes that Napa Valley COAD cannot be expected to rapidly deploy and respond to an emergency without already having its infrastructure in place and prepared to respond whenever needed by the Emergency Operations Center of Napa County OES.

Response Services: COAD provides a liaison at the Emergency Operations Center (EOC) to enhance communication and coordination during emergencies and helps coordinate nongovernmental emergency responses by utilizing their NGO subcommittees to help address areas impacting our vulnerable populations such as: food access, financial assistance, mental health resources, In-kind Resource acquisition and distribution, and animal welfare support.

While activated, COAD may coordinate the distribution of gift cards and other resources for various scenarios, including donations within the community from other nonprofits, as well as events like Public Safety Power Shutoffs, where residents are without power for an extended period.

Additionally, COAD supports county shelter response by providing child and adult services at the county shelters. They will also assist the Local Assistance Center by improving messaging and outreach, especially in hard-to-reach communities to ensure residents impacted by a disaster have awareness of recovery resources available to them.

Community Preparedness and Outreach: While Napa County OES and the Napa County Sheriff's Office personnel conduct outreach for emergency preparedness at various community events, the Napa Valley COAD is a trusted community partner that amplifies preparedness messaging and follows up with communities by offering workshops and additional, individual, preparedness outreach through neighborhood workshops and meetings.

Through these key initiatives, COAD seeks to use their unique connections and network of nonprofits to enhance the county's ability to support the community in times of crisis and to ensure that all residents receive the assistance they need. By partnering, enhancing, and amplifying the work of Napa County OES, the Napa Valley COAD can reach more residents and more communities likely to be impacted by a local or regional disaster.

Requested Action:

Approve and authorize the Chair to sign Amendment No. 1 to Agreement No. 250235B with Napa Valley

Community Organizations Active in Disaster to extend the agreement through June 30, 2027, with an option to renew up to two additional years, with no increase to the maximum compensation per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	OES Operations - 1380000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Napa Valley COAD has proven itself to be an important partner for Napa County OES to best prepare, respond, and build Resiliency related to local and regional disasters. The amendment to extend the COAD contract is reflective of our growing partnership between the County and the non-profit community.
Is the general fund affected?	Yes
Future fiscal impact:	The future fiscal year agreement costs will be budgeted appropriately in FY 2027-28 & FY 2028-29.
Consequences if not approved:	COAD strengthens Napa County's emergency response by coordinating nonprofits, supporting EOC operations, and expanding outreach to vulnerable communities; without it, the county would face reduced response capacity, fewer services, and less grant funding.
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 250235B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 250235B is made and entered into in Napa County, California on this 28th day of July, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and COAD – Napa Valley Community Organizations Active in Disaster, a non-profit public benefit corporation, whose mailing address is 3299 Claremont Way, Suite #2, Napa, Ca 94558, hereinafter referred to as "COAD." Collectively, COUNTY and COAD may be referred to in this Amendment as "Parties."

RECITALS

A. On or about November 22, 2024, COUNTY and COAD entered into Agreement No. 250235C ("Agreement") with COAD in order to support emergency response efforts focusing on vulnerable populations and areas outside the scope of county emergency response; and whereas, COAD develops and enhances partnerships for communication, coordination, and collaboration amongst the whole community including non-profit and faith-based organizations, local government, and the private sector during disasters; and whereas COUNTY wishes to coordinate the emergency response of COAD members agencies; and

B. COUNTY has a continuing need for said services and COAD is willing to provide said continuing services; and

C. The Parties wish to modify the provisions of the Agreement to extend the term and to update the Agreement number to 250235B.

AMENDMENT TO AGREEMENT

For good and valuable consideration, the sufficiency of which is acknowledged, COUNTY and COAD agree 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, 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 COAD 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 the fiscal year, under the terms and conditions then in effect, not to exceed two 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, 2027.

2. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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).

NAPA VALLEY COAD

By_____
MIGUEL ANGEL CASTAÑÓN, Executive Director

By_____
MARLENA GARCIA, Secretary

NAPA COUNTY, a political subdivision of the State of California,

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: July 7, 2026 [Doc No 13112110]	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1439

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 Agreement No. 170821B with Napa County Office of Education for a term through June 4, 2027, for a maximum compensation of $130,416 to provide a School Resource Officer at Juvenile Court and Camille Creek Community School. (Fiscal Impact: $130,416 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 the 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 the Sheriff's Office, which offsets the cost to place a Deputy Sheriff as an SRO.

Request Action:

Approve and authorize revenue Agreement No. 170821B with the Napa County Office of Education for a maximum of $130,416 to place a Deputy Sheriff as a School Resource Office at Juvenile Court and Camille Creek Community School during the 2026-2027 school year.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget - 1360000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	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 SRO 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 an SRO at Juvenile Court and Camille Creek Community School.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

Docusign Envelope ID: 5ECAD7CA-335C-8806-8185-05EB658D30DD

NAPA COUNTY OFFICE OF EDUCATION
& NAPA COUNTY
Agreement No. 170821B

School Resource Officer Services Funding Agreement

This Agreement is made and entered into this 28th day of July, 2026, 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; and

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 12, 2026, and end on June 4, 2027.

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 $152, not to exceed a total maximum amount of 858 hours or ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED SIXTEEN dollars ($130,416). NCOE agrees to pay the COUNTY on a quarterly basis within 30 days of receipt of the invoice from COUNTY.

Docusign Envelope ID: 5ECAD7CA-335C-8806-8185-05EB658D30DD

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 Schultz, 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

DocuSigned by:

By: Kelly Bucy
7B907C5BABCF4C8...

JOSHUA SCHULTZ, Superintendent

Kelly Bucy

NAPA COUNTY, a political subdivision of the State of California

By_____

AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Date: July 6, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: Neha Hoskins Clerk of the Board of Supervisors By: _____

Docusign Envelope ID: 5ECAD7CA-335C-8806-8185-05EB658D30DD

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 $152.
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.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1395

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Appointment of Director of Corrections

RECOMMENDATION

Accept an oral summary and adopt a Resolution appointing Alexander Alarcon as the Director of Corrections, effective July 28, 2026, to serve at the will of the Board of Supervisors. (No Fiscal Impact; Budgeted; Discretionary)

BACKGROUND

Government Code section 23013 authorizes the County Board of Supervisors to establish a local department of corrections to be headed by a Board appointed officer. In 1975, Napa County created the Napa County Department of Corrections, officially separating jail operations from the Napa County Sheriff's Office. Napa County Code section 2.08.040 (c) (e) (f) provides that the Chief Executive Officer shall recommend qualified candidates to fill vacant appointed department head positions for the Board of Supervisors' consideration and appointment. Pursuant to both the Government Code section 23013 and Napa County Code section 2.08.040 (c) (e) (f), the Board of Supervisors is required to appoint the Napa County Director of Corrections who serves at the pleasure of the Board. Further, Government Code section 54953(d)(3) requires an oral report of a recommendation for a final action on the salary and fringe benefits of a department head during the open meeting in which the final action is to be taken.

Alexander Alarcon (Alarcon) began full-time employment with Napa County in May 2008 as the Assistant Juvenile Hall Superintendent. In May of 2020 he was promoted to Assistant Director of Corrections. In September 2025, former Director of Corrections, Dina Jose retired and Alarcon began serving as interim Director of Corrections. The Chief Executive Officer and Chief Human Resources Officer recommend that the Board appoint Alarcon as Napa County's new Director of Corrections, effective July 28, 2026, and the Chief Human Resources Officer will report to the Board and the public a summary of the recommended salary and fringe benefits for the Director of Corrections.

Requested Action:

Accept an oral summary and adopt a resolution appointing Alexander Alarcon as the Napa County Department of Corrections, Director of Corrections, effective July 28, 2026, to serve at the will of the Board of Supervisors.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPOINTING ALEXANDER ALARCON AS DIRECTOR OF CORRECTIONS, EFFECTIVE JULY 28, 2026

WHEREAS, Government Code section 25300 states that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Government Code Section 23013 authorizes Board of Supervisors to establish a Department of Corrections and requires the Board of Supervisors to appoint the Director of the Department of Corrections; and

WHEREAS, on July 9, 2026, the Chief Executive Officer made a tentative offer to Alexander Alarcon to be appointed as the Napa County Director of Corrections, subject to ratification by the Napa County Board of Supervisors; and

WHEREAS, the Board of Supervisors wishes to ratify the Chief Executive Officer's tentative offer and appoint Alexander Alarcon as the Napa County Director of Corrections; and

WHEREAS, Mr. Alarcon's appointment is effective July 28, 2026, and he will continue to serve at the Board of Supervisor's pleasure.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby appoints Alexander Alarcon as Director of Corrections, effective July 28, 2026.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy Date: July 8, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1366

TO: Board of Supervisors

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

REPORT BY: Jaspreet Faller - Staff Services Analyst

SUBJECT: Agricultural Commissioner/Sealer to present the 2025 Napa County Agricultural Crop Report

RECOMMENDATION

Receive a presentation of the Annual Crop Report for 2025. (No Fiscal Impact)

BACKGROUND

The Agricultural Commissioner has prepared and is distributing to the Board of Supervisors a report detailing the gross value and production of the agricultural commodities grown within the County of Napa during 2025. The Agricultural Commissioner will also announce the three students whose artwork was selected for the 2025 Crop Report.

The Agricultural Commissioner provides this report in compliance with the provisions of the California Food and Agricultural Code, Section 2279.

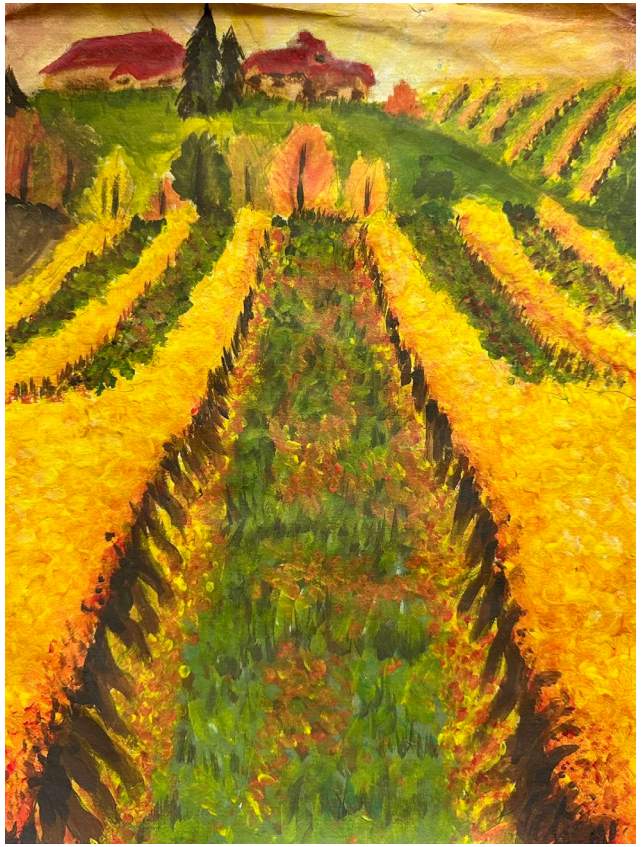
Requested Action: Receive the Annual Crop Report for 2025.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Additional Information	Strategic Initiative: Integrity & Collaboration

ENVIRONMENTAL IMPACT

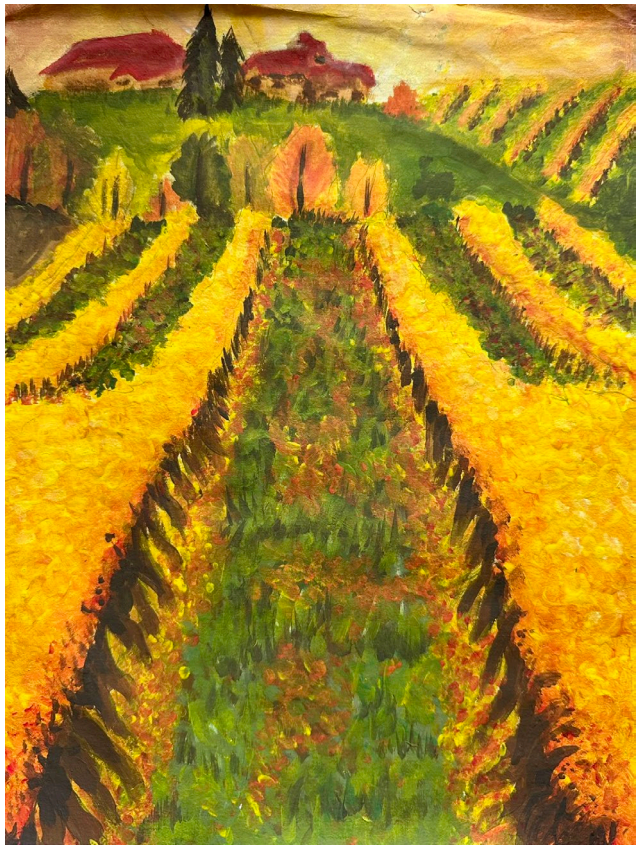
ENVIRONMENTAL DETERMINATION: The proposed action is not defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



2025 Agricultural Crop Report

Napa County Agricultural Commissioner's Office/
Department of Weights and Measures

First Prize



Second Prize

Third Prize

Ag in the Classroom Cover Art Contest

Crop Categories — 2025 Snapshot

$974,204,600 total agricultural production value

Fruit & Nut Crops
$969,293,900

6% Decrease

Winegrapes: $968.7M (99.4% of total)

Vegetable Crops
$532,300

18% Decrease

Reduced direct-to-restaurant sales

Livestock Crops
$3,246,000

107% Increase

Expanded use of livestock for vegetation management

Field Crops
$309,000

32% Decrease

Hay & pasture: dry conditions impacted yields

Poultry & Other Animal Products
$697,000

87% Increase

Local egg producers benefited from supply gaps

Floral & Nursery
$126,400

32% Increase

Strong cut flower sales at farmers' markets

Winegrapes: Highest Producing Crop

99.4% of all agricultural value

$968.7M	42,937	144,807	3.37
Total Gross Value (⬇6.0%)	Producing Acres (⬇6.6%)	Tons Harvested (⬇1.6%)	Average Tons/Acre (⬆5.3%)

RED WINEGRAPES

34,844 producing acres
111,464 tons (⬇3.5%)
Avg $7,632/ton
$853.3M
⬇ 7% from 2024

WHITE WINEGRAPES

8,093 bearing acres
33,343 tons (⬆5.2%)
Avg $3,459/ton
$115.4M
⬆ 1% from 2024

Top Three Winegrape Varieties

VARIETY	ACREAGE	TONNAGE	PRICE
Cabernet Sauvignon	23,783	77,801	$8,645
Chardonnay	5,022	18,468	$3,683
Merlot	3,283	10,076	$4,764

These three varieties together accounted for ***73.4% of all production acreage*** *and* ***81.4% of the total wine grape value.***

Statewide Comparison

	CALIFORNIA	NAPA	NAPA'S PRODUCTION
Red Winegrapes	1,301,690 tons	111,464 tons	8.56% of CA's tonnage
Whites Winegrapes	1,324,465 tons	33,343 tons	2.52% of CA's tonnage

Top Two Producing Varieties in California

Tonnage

	CALIFORNIA	NAPA	NAPA'S PRODUCTION
Cabernet Sauvignon	423,491 tons	77,801 tons	18.37% of CA's tonnage
Chardonnay	493,047 tons	18,468 tons	3.75% of CA's tonnage

Price Per Ton

	CALIFORNIA	NAPA	NAPA'S VALUE
Cabernet Sauvignon	$2,122/ton	$8,645/ton	307% higher
Chardonnay	$1,011/ton	$3,683/ton	264% higher

Sustainability Spotlight

Organic Farming

175 organic registrants farming 9,375 acres across the valley

Invasive Pest Trapping

5,145 traps deployed across 6,659 properties with 49,068 total trap servicings

Parcel Facility Inspections

83 packages inspected at parcel facilities, 6 rejections issued, 1 regulated pest detected

Incoming Inspections

2,770 shipments inspected for invasive pests, with 2,634 CA-origin plant deliveries, 130 out-of-state plant deliveries, and 6 east coast deliveries of outdoor host material inspected

Export Certification

Phytosanitary Certificates

48 phytosanitary certificates issued for certified agricultural commodities leaving Napa County for destination to 11 foreign countries:

Bulgaria	Mexico
Chile	Portugal
China	Spain
France	Taiwan
Ireland	United Kingdom
Italy	

Weights & Measures Impact

Protecting consumers and ensuring fair trade through inspection, testing, and enforcement of Napa County's scales, meters, and pricing standards.

Device Inspection & Testing
Annual accuracy testing of scales, meters, and submeters

Price Accuracy Verification
Audits to confirm customers pay the lowest advertised price

Petroleum Oversight
Fuel quality checks and dispenser price/labeling compliance

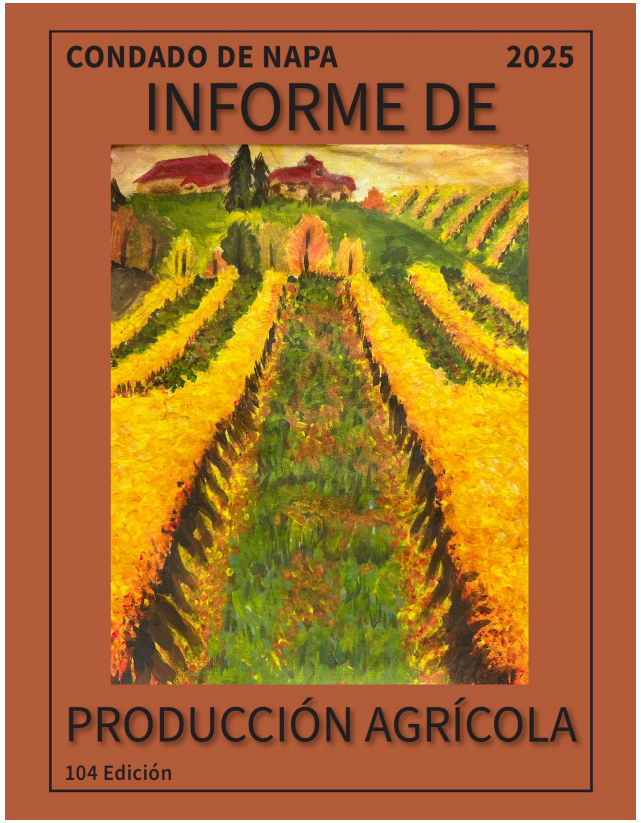
Weighmaster Services
Accurate recorded quantity statements for payment purposes

BY THE NUMBERS - 2025

4,799 Weighing & Measuring Devices Inspected
87% overall compliance rate

7,551 Retail Items Checked for Price Accuracy
97% pricing accuracy rate

123 Overcharges Identified & Corrected
across 329 locations audited



2025 Agricultural Crop Report

Available online in English and Spanish

Napa County Agricultural Commissioner's Office/
Department of Weights and Measures

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1343

TO: Board of Supervisors

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

SUBJECT: Declare elected to offices under its jurisdiction those persons having the highest number of votes based on the June 2, 2026, Primary Election certified results.

RECOMMENDATION

Declare elected to offices under its jurisdiction those persons having the highest number of votes based on the June 2, 2026, Primary Election certified results. (No Fiscal Impact)

BACKGROUND

Elections Code Section 15372 provides that the elections official shall prepare a certified statement of the results of the Primary Election held on June 2, 2026 and submit it to the governing body within 30 days of the certification of the election. The Assessor-Recorder-County Clerk, in his capacity as ex-officio Registrar of Voters, is providing the certified results with this agenda item. Elections Code Section 15400 provides that the governing body (Board of Supervisors) shall declare elected those persons to offices under its jurisdiction and declare the results of each measure voted on at the election.

The offices for this election under Board jurisdiction are: Napa County Superintendent of Schools; Napa County Supervisor District 1 and Napa County Supervisor District 3.

Requested Action: Motion to Declare elected Joshua Schultz Napa County Superintendent of Schools. Joelle Gallagher Napa County Supervisor District 1 and Anne Cottrell Napa County Supervisor District 3.

FISCAL IMPACT

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

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.

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

County Superintendent of Schools (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOSHUA SCHULTZ
1013410	319	171	53.61%	77	77
1014111	204	115	56.37%	65	65
1014140	137	69	50.36%	42	42
1017110	177	93	52.54%	42	42
1017770	130	76	58.46%	44	44
1214110	574	295	51.39%	147	147
1214111	422	178	42.18%	98	98
1214112	355	123	34.65%	83	83
1214113	433	252	58.20%	139	139
1214114	514	218	42.41%	137	137
1214115	175	67	38.29%	41	41
1214116	279	85	30.47%	50	50
1312440	658	330	50.15%	214	214
1313412	385	120	31.17%	77	77
1313440	329	204	62.01%	123	123
1313441	197	91	46.19%	47	47
1313442	608	300	49.34%	192	192
1313443	501	161	32.14%	113	113
1313444	451	232	51.44%	133	133
1413110	277	134	48.38%	66	66
1413111	411	202	49.15%	126	126
1413112	618	276	44.66%	164	164
1413113	700	286	40.86%	168	168
1413120	383	207	54.05%	116	116
1413121	538	291	54.09%	165	165
1413122	432	239	55.32%	142	142
1413123	342	155	45.32%	88	88
1413220	115	53	46.09%	28	28
1413221	504	251	49.80%	147	147
1413222	227	111	48.90%	62	62
1413223	691	327	47.32%	181	181
1414110	607	263	43.33%	173	173
1414111	544	270	49.63%	163	163
1414112	777	499	64.22%	265	265
1415220	608	272	44.74%	148	148
1415221	533	190	35.65%	127	127
2011770	355	210	59.15%	107	107
2016550	560	214	38.21%	126	126

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

County Superintendent of Schools (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOSHUA SCHULTZ
2016551	734	326	44.41%	200	200
2017770	284	180	63.38%	79	79
2017773	140	97	69.29%	49	49
2020770	196	113	57.65%	63	63
2111770	323	230	71.21%	126	126
2111771	978	460	47.03%	263	263
2111772	408	271	66.42%	141	141
2117550	904	524	57.96%	308	308
2117551	838	485	57.88%	271	271
2117552	539	304	56.40%	157	157
2117553	910	373	40.99%	208	208
2117554	1,074	577	53.72%	319	319
2117750	532	308	57.89%	171	171
2216220	472	264	55.93%	131	131
2216221	395	224	56.71%	114	114
2216550	636	291	45.75%	170	170
2216551	600	320	53.33%	179	179
2216552	941	534	56.75%	310	310
2216553	371	225	60.65%	116	116
2216554	753	443	58.83%	221	221
2216555	575	247	42.96%	156	156
2216556	483	308	63.77%	165	165
2216557	649	388	59.78%	199	199
2216558	674	408	60.53%	222	222
2216559	338	218	64.50%	127	127
2217110	514	176	34.24%	117	117
2217111	249	127	51.00%	70	70
2217112	437	144	32.95%	97	97
2217113	265	90	33.96%	48	48
2217510	181	71	39.23%	33	33
2217550	912	555	60.86%	297	297
2217551	693	417	60.17%	224	224
3011660	247	167	67.61%	102	102
3011661	115	66	57.39%	36	36
3020660	140	76	54.29%	29	29
3020661	327	175	53.52%	103	103
3020770	424	242	57.08%	130	130
3020774	290	178	61.38%	114	114

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

County Superintendent of Schools (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOSHUA SCHULTZ
3020775	224	131	58.48%	75	75
3020776	218	114	52.29%	59	59
3020777	295	175	59.32%	85	85
3030770	442	250	56.56%	136	136
3030771	259	137	52.90%	60	60
3040770	703	342	48.65%	182	182
3040771	964	459	47.61%	259	259
3050770	206	100	48.54%	52	52
3050771	225	122	54.22%	75	75
3111660	572	279	48.78%	162	162
3111661	491	266	54.18%	124	124
3111662	272	120	44.12%	79	79
3117660	762	426	55.91%	238	238
3117661	946	447	47.25%	271	271
3117662	409	181	44.25%	118	118
3511660	413	216	52.30%	110	110
3511661	477	302	63.31%	161	161
3511662	567	339	59.79%	185	185
3511663	265	182	68.68%	108	108
3720660	796	410	51.51%	233	233
3720661	533	354	66.42%	216	216
3720662	665	423	63.61%	232	232
3720663	705	394	55.89%	230	230
3720664	518	238	45.95%	132	132
3720665	274	201	73.36%	124	124
3830770	1,002	516	51.50%	322	322
3830771	433	260	60.05%	158	158
3830772	463	260	56.16%	165	165
3830773	450	187	41.56%	112	112
3830774	422	250	59.24%	139	139
4011440	294	151	51.36%	68	68
4011443	861	584	67.83%	297	297
4011444	945	553	58.52%	278	278
4011445	667	406	60.87%	188	188
4011660	314	181	57.64%	83	83
4011770	331	205	61.93%	75	75
4011771	351	203	57.83%	92	92
4011772	331	194	58.61%	101	101

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

County Superintendent of Schools (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOSHUA SCHULTZ
4011773	198	107	54.04%	46	46
4011774	302	125	41.39%	48	48
4060840	185	99	53.51%	43	43
4111660	709	446	62.91%	250	250
4116550	856	356	41.59%	201	201
4116660	911	440	48.30%	242	242
4116661	670	291	43.43%	176	176
4117660	781	370	47.38%	183	183
4311440	265	183	69.06%	100	100
4315220	562	244	43.42%	148	148
4315221	126	52	41.27%	34	34
4315222	537	201	37.43%	122	122
4315223	643	280	43.55%	160	160
4315224	534	241	45.13%	117	117
4315225	1,024	431	42.09%	256	256
4315240	525	234	44.57%	133	133
4315241	808	328	40.59%	192	192
4315440	290	178	61.38%	92	92
4315441	839	509	60.67%	289	289
4315442	327	169	51.68%	105	105
4315443	252	180	71.43%	109	109
4315444	315	217	68.89%	127	127
4415220	568	171	30.11%	101	101
4415221	106	40	37.74%	20	20
4416220	768	269	35.03%	168	168
5011440	715	435	60.84%	229	229
5011441	301	179	59.47%	87	87
5012440	397	233	58.69%	112	112
5012441	253	120	47.43%	61	61
5013410	405	146	36.05%	82	82
5312440	249	129	51.81%	77	77
5312441	177	86	48.59%	49	49
5313410	138	59	42.75%	19	19
5313411	235	35	14.89%	15	15
5313440	404	190	47.03%	117	117
5313442	471	200	42.46%	125	125
5612330	592	206	34.80%	129	129
5612331	973	371	38.13%	228	228

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

County Superintendent of Schools (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOSHUA SCHULTZ
5612332	997	361	36.21%	213	213
5612333	818	240	29.34%	151	151
5612334	999	350	35.04%	221	221
5612335	552	203	36.78%	120	120
5612336	812	317	39.04%	211	211
5612337	1,102	346	31.40%	237	237
5612338	1,040	356	34.23%	213	213
5612339	444	139	31.31%	80	80
5612440	983	302	30.72%	186	186
5612441	954	300	31.45%	204	204
5614331	762	288	37.80%	179	179
5614332	990	387	39.09%	237	237
5614333	884	409	46.27%	255	255
5614335	649	261	40.22%	154	154
5614336	868	332	38.25%	198	198
Countywide Total	85,941	41,931	48.79%	23,726	23,726
4th Congressional District	85,941	41,931	48.79%	23,726	23,726
4th Assembly District	85,941	41,931	48.79%	23,726	23,726
3rd Senate District	85,941	41,931	48.79%	23,726	23,726
2nd Dist, Board of Equalization	85,941	41,931	48.79%	23,726	23,726
1st Supervisor District	15,155	7,206	47.55%	4,193	4,193
2nd Supervisor District	18,913	10,122	53.52%	5,584	5,584
3rd Supervisor District	16,514	8,985	54.41%	5,116	5,116
4th Supervisor District	17,195	8,638	50.24%	4,644	4,644
5th Supervisor District	18,164	6,980	38.43%	4,189	4,189
Napa County Unincorporated	15,165	8,319	54.86%	4,281	4,281
City of Napa	48,374	23,912	49.43%	13,602	13,602
City of St Helena	3,491	2,020	57.86%	1,167	1,167
City of Calistoga	2,770	1,473	53.18%	896	896
Town of Yountville	1,722	1,039	60.34%	564	564
City of American Canyon	14,419	5,168	35.84%	3,216	3,216

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

Supervisor, 1st District (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOELLE GALLAGHER
1013410	319	171	53.61%	84	84
1014111	204	115	56.37%	71	71
1014140	137	69	50.36%	46	46
1017110	177	93	52.54%	53	53
1017770	130	76	58.46%	54	54
1214110	574	295	51.39%	183	183
1214111	422	178	42.18%	118	118
1214112	355	123	34.65%	93	93
1214113	433	252	58.20%	168	168
1214114	514	218	42.41%	156	156
1214115	175	67	38.29%	45	45
1214116	279	85	30.47%	58	58
1312440	658	330	50.15%	241	241
1313412	385	120	31.17%	87	87
1313440	329	204	62.01%	142	142
1313441	197	91	46.19%	58	58
1313442	608	300	49.34%	223	223
1313443	501	161	32.14%	125	125
1313444	451	232	51.44%	159	159
1413110	277	134	48.38%	79	79
1413111	411	202	49.15%	149	149
1413112	618	276	44.66%	198	198
1413113	700	286	40.86%	200	200
1413120	383	207	54.05%	134	134
1413121	538	291	54.09%	201	201
1413122	432	239	55.32%	168	168
1413123	342	155	45.32%	103	103
1413220	115	53	46.09%	30	30
1413221	504	251	49.80%	175	175
1413222	227	111	48.90%	77	77
1413223	691	327	47.32%	217	217
1414110	607	263	43.33%	191	191
1414111	544	270	49.63%	185	185
1414112	777	499	64.22%	318	318
1415220	608	272	44.74%	190	190
1415221	533	190	35.65%	147	147

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

Supervisor, 1st District (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	JOELLE GALLAGHER
Countywide Total	15,155	7,206	47.55%	4,926	4,926
4th Congressional District	15,155	7,206	47.55%	4,926	4,926
4th Assembly District	15,155	7,206	47.55%	4,926	4,926
3rd Senate District	15,155	7,206	47.55%	4,926	4,926
2nd Dist, Board of Equalization	15,155	7,206	47.55%	4,926	4,926
1st Supervisor District	15,155	7,206	47.55%	4,926	4,926
Napa County Unincorporated	967	524	54.19%	308	308
City of Napa	14,188	6,682	47.10%	4,618	4,618

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

Supervisor, 3rd District (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	ANNE COTTRELL
3011660	247	167	67.61%	112	112
3011661	115	66	57.39%	51	51
3020660	140	76	54.29%	46	46
3020661	327	175	53.52%	116	116
3020770	424	242	57.08%	171	171
3020774	290	178	61.38%	129	129
3020775	224	131	58.48%	97	97
3020776	218	114	52.29%	74	74
3020777	295	175	59.32%	120	120
3030770	442	250	56.56%	181	181
3030771	259	137	52.90%	73	73
3040770	703	342	48.65%	250	250
3040771	964	459	47.61%	313	313
3050770	206	100	48.54%	57	57
3050771	225	122	54.22%	79	79
3111660	572	279	48.78%	193	193
3111661	491	266	54.18%	146	146
3111662	272	120	44.12%	86	86
3117660	762	426	55.91%	266	266
3117661	946	447	47.25%	299	299
3117662	409	181	44.25%	126	126
3511660	413	216	52.30%	138	138
3511661	477	302	63.31%	216	216
3511662	567	339	59.79%	249	249
3511663	265	182	68.68%	124	124
3720660	796	410	51.51%	313	313
3720661	533	354	66.42%	270	270
3720662	665	423	63.61%	312	312
3720663	705	394	55.89%	306	306
3720664	518	238	45.95%	167	167
3720665	274	201	73.36%	150	150
3830770	1,002	516	51.50%	382	382
3830771	433	260	60.05%	191	191
3830772	463	260	56.16%	204	204
3830773	450	187	41.56%	137	137
3830774	422	250	59.24%	179	179

Napa County Statement of Votes Cast
June 2, 2026 Statewide Direct Primary

Supervisor, 3rd District (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	ANNE COTTRELL
Countywide Total	16,514	8,985	54.41%	6,323	6,323
4th Congressional District	16,514	8,985	54.41%	6,323	6,323
4th Assembly District	16,514	8,985	54.41%	6,323	6,323
3rd Senate District	16,514	8,985	54.41%	6,323	6,323
2nd Dist, Board of Equalization	16,514	8,985	54.41%	6,323	6,323
3rd Supervisor District	16,514	8,985	54.41%	6,323	6,323
Napa County Unincorporated	1,253	726	57.94%	496	496
City of Napa	15,261	8,259	54.12%	5,827	5,827

VOTE ANALYSIS
June 2, 2026 Statewide Direct Primary Election

Total Registered Voters		85,945
	TOTAL VOTES CAST	**VOTER TURNOUT**
Vote By Mail	41,694	48.51%
Vote Center Live Ballots	165	0.19%
Conditional Voter Registration Ballots (111 issued)	110	0.13%
Provisional Ballots (4 issued)	0	0.00%
FWAB Ballots	0	0.00%
Confidential ballots (26 issued)	21	0.02%
RAVBM (5 issued)	1	0.00%
Overseas-military ballots (785 Issued)	102	0.12%
Total Cast*	42,093	48.98%
		TOTAL
Undeliverable ballots		1,402
Received late		368
Unsigned ballots-Cure letter not returned		54
Signature no match-Cure letter not returned		215
Signature Swap		23
First Time Federal Voter-Cure letter not returned		5
Challenged-Other (Includes attempted double voters(4), Provisionals(4))		13
Ballots placed in Drop Boxes without envelopes		1
Ballots needing duplication		889
Ballots reviewed in manual tally		1,103

These numbers include CVR and Vote Center Live Ballots	**TOTAL RECEIVED**	**TOTAL COUNTED**	**% OF BALLOTS BY RETURN TYPE**
Ballots returned at Vote Centers*	4,998	4,965	11.80%
Ballots returned at Drive Thrus	5,480	5,426	12.89%
Ballots returned at Drop Boxes	16,242	16,094	38.23%
Ballots returned by Mail	15,747	15,318	36.39%
Ballots returned from Other Counties	232	227	0.54%
Confidential ballots	21	21	0.05%
Provisional Ballots	4	0	0.00%
FWAB Ballots	0	0	0.00%
Ballots returned by Fax(Overseas and Military)	42	42	0.10%

ACCEPTED AND CHALLENGED BALLOTS RETURNED TO A VOTE CENTER, DROP BOX, OR DRIVE THRU

City	Name	Address	# Returned
30-Day Vote Center (open 5/4/2026-6/2/2026)			**2,922**
Napa	**Napa County Election Division**	1125 3rd St 1st Fl, Napa	2,922
11-Day Vote Center (open 5/23/2026-6/2/2026)			**288**
American Canyon	**American Canyon Holiday Inn Express & Suites**	5001 Main St, American Canyon	288
4-Day Vote Center (open 5/30/2026-6/2/2026)			**1,788**
American Canyon	**American Canyon Boys And Girls Club**	60 Benton Way, American Canyon	530
Calistoga	**Calistoga Community Center**	1307 Washington St, Calistoga	278
Napa	**Justin-Siena High School**	4026 Maher St., Napa	483
St Helena	**Napa Valley College-Upper Valley Campus**	1088 College Ave., St Helena	231
Yountville	**Yountville Commons**	6554 Yount St., Yountville	174
Napa	**Harvest Middle School**	2449 Old Sonoma Rd., Napa	92
Drive Thru (open 6/1/2026-6/2/2026)			**5,480**
American Canyon	**American Canyon Holiday Inn Express & Suites**	5001 Main St, American Canyon	241
Napa	**Napa County Election Division**	1127 1st St Ste E, Napa	4,595
Napa	**Harvest Middle School**	2449 Old Sonoma Rd., Napa	282
St Helena	**Napa Valley College-Upper Valley Campus**	1088 College Ave., St Helena	362
Drop Box (open 5/4/2026-6/2/2026)			**16,242**
American Canyon	**American Canyon - City Hall**	4381 Broadway St., American Canyon	1,774
American Canyon	**American Canyon - Silver Oak Park**	Silver Oak Park-Next to Canyon Oaks School	493
Angwin	**Angwin**	15 Angwin Ave., Angwin	681
Calistoga	**Calistoga**	Fair Way next to Cal Mart	1,026
Napa	**Napa - Downtown**	2nd St Parking Garage Alley	3,098
Napa	**Napa - Napa Valley College**	2277 Napa Vallejo Hwy., Napa	402
Napa	**Napa - S Jefferson**	S Jefferson in front of Goodwill	1,255
Napa	**Napa - Solano**	S of Redwood Rd Across from Redwood Plz	2,890
Napa	**Napa - Soscol**	S of Soscol Plaza & Across from Walmart	2,355
Napa	**Lake Berryessa**	CAL Fire Volunteer Station 1193 Cappell Valley Rd	62
St Helena	**St Helena**	1492 Library Ln., St Helena	1,201
Yountville	**Yountville**	6516 Washington St., Yountville	1,005

Postmark+10 Ballots Survey

June 2, 2026, Primary Election

Due Wednesday, June 17, 2026 (E+15)

County: Napa

Name: Crystle Brumley

Phone: 707-259-8313

How many vote-by-mail ballots were received by mail on the following days (postmarked on or before Election Day or without a postmark but signed and dated by the voter pursuant to Section 3020(b)(2) on or before Election Day):

June 3 (E+1)	2,075
June 4 (E+2)	615
June 5 (E+3)	55
June 6 (E+4)	0
June 7 (E+5)	SUNDAY
June 8 (E+6)	23
June 9 (E+7)	6

Ballots received between E+8 and E+10 (postmarked on or before Election Day or without a postmark but signed and dated by the voter pursuant to Section 3020(b)(2) on or before Election Day):

June 10 (E+8)	1
June 11 (E+9)	5
June 12 (E+10)	2

Return to:

Wesley Keller
Email: Post-ElectionReporting@sos.ca.gov

DECLARATION OF ELECTION

Pursuant to California Elections Code section 15400 and based on the certified results of the June 2, 2026 Primary Election, the Napa County Board of Supervisors, by action taken at its regular meeting on July 28, 2026 hereby declares elected the following persons to the offices shown and the results of the measures voted on at that election.

County Superintendent of Schools	Joshua G. Schultz
County Supervisor District 1	Joelle M. Gallagher
County Supervisor District 3	Anne L. Cottrell

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1154

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Jennifer Palmer, Assistant Chief Executive Officer and Sheryl Bratton, County Counsel

SUBJECT: Administrative Policies Modernization Project

RECOMMENDATION

Receive a presentation on an update to the Administrative Policy Manual and adopt a Resolution adopting a new administrative policy manual numbering framework and repealing outdated policy manual sections.

BACKGROUND

The County Executive Office is responsible under Napa County Code Section 2.08.040 for policy formation, including the development and recommendation of policy and policy alternatives to the Board of Supervisors for consideration. This requires the CEO to advise the Board of Supervisors as to the analysis underlying a policy proposal and alternatives, including anticipated consequences, costs, and benefits of alternatives. The vehicle through which the CEO fulfills this responsibility is an Administrative Policy Manual housing all policies adopted by the Board of Supervisors.

The purpose of the County's Administrative Policy Manual is to establish clear, consistent, legally compliant guidelines for administrative functions that apply across County departments. It serves as a centralized repository for countywide policies issued by the Board of Supervisors, promoting consistent and equitable practices; strengthen internal controls; improve organizational communication and transparency; reduce legal and financial risk; ensure compliance with laws, regulations and standards; and facilitate efficient use of County resources.

The County has entered into an agreement with CivicPlus to host the Napa County Administrative Policy Manual on publicly accessible website. Prior to publication, it is necessary to reorganize existing policies by subject area and eliminate those that are outdated.

This policy modernization project involves a review of all existing policies and has three phases: Phase 1 included review of all 112 existing polices by Department Head subject matter experts and County Counsel with each policy evaluated for approval as-is, recommended for repeal, or flagged for revision. Phase 2 involves Board approval of the classification and numbering framework proposed in Exhibit A of the Resolution, and repeal of the administrative policies deemed outdated and unnecessary set forth in Exhibit B - this is the phase that includes today's action. Phase 3 will involve substantive revisions to the remaining policies and may include meet-and-confer with represented employee groups. Staff intend to return to the Board of Supervisors in Fall 2026 with a second administrative item for adoption of the majority of the remaining policies, with a small number reserved for individual Board discussion and direction, as needed.

The final result of the Administrative Policy Modernization Project will be a complete, reorganized policy manual hosted on a publicly accessible website.

Requested action: Adopt a resolution adopting a new administrative policy numbering and classification framework and repealing outdated policy manual sections as identified in Exhibits A and B.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to adopt a new framework, publish the policies online, or repeal outdated and unnecessary policies.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Existing administrative policies will remain on the County's internal SharePoint site.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Click or tap here to enter text.

Adopted: May 4, 2004

COUNTY OF NAPA BOARD OF SUPERVISORS VISION STATEMENT

Our responsibility and commitment is to preserve and sustain Napa County for present and future generations as a community with generous open space, a thriving agricultural industry and a quality human and natural environment. To this end, we will maximize the resources available within our financial capabilities to:

- Provide for the basic health, safety, welfare and economic opportunity needs of the people within our jurisdiction; and
- Preserve and enhance the environment, open space, natural resources and the agricultural economy.

GUIDING PRINCIPLES

To carry out these commitments, we will follow these principles:

- Manage growth with policies which protect our natural and human resources, consistent with the General Plan.
- Serve the public with fairness, compassion and sensitivity to diversity.
- Function with integrity, openness and honesty.
- Encourage full public participation and ongoing communication regarding the benefits and costs of policies and programs.
- Emphasize excellence as a priority in the delivery of our services.
- Recognize that state and federal compliance is an integral component of the County's delivery of services.
- Recognize the important roles our employees play as key resources and the County's representatives to the public. Acknowledge employees' contributions to fulfilling our vision by providing them a positive work environment and fair compensation for quality performance and productivity.

- Implement and strengthen partnerships with the cities, town and various communities, private sector, community-based organizations and public agencies for the coordinated and innovative delivery of services.

- Develop and use techniques, technologies and innovative methods to deliver services more efficiently and economically, and measure results.

- Enhance and promote individual self-sufficiency through the delivery of human services.

- Use and maintain this document as a dynamic statement of our vision and values.

AGRICULTURAL COMMISSION

3/9/65 Agricultural Commissioner authorized to cooperate with the Road Department in the application and supervision of chemical roadside weed control.

7/9/68 Agricultural Commissioner authorized to sell grasshopper poison bait to the public.

10/26/71 Predatory Animal Control transferred from the Health Department to the Agricultural Commissioner.

12/19/72 Agricultural Commission was authorized to perform the following services. (Resolution No. 72-166)

To manufacture and sell rodenticides at cost.

To cooperate with the Napa County Airport Manager in providing and supervising chemical weed control on the Napa County Airport.

To suppress resident European Starlings. Traps and toxicants shall be deployed in areas that fledgling starlings are known to congregate in.

To suppress birds damaging crops only after complete investigation by the Agricultural Commissioner. Bait to be supplied by property owner and toxicant by the County. Toxicant baits remain under the control of Agricultural Commissioner at all times.

To make inspections when requested by homeowners in regard to insects and plant problems.

To suppress puncture vine wherever found in Napa County.

12/18/90 Agricultural Commissioner was authorized to collect a surcharge on baits sold, not to exceed one dollar ($1.00) per pound.

8/22/95 The offices of the County Agricultural Commission and County Sealer of Weights and Measures were consolidated.

8/11/15 & 1/28/25 County of Napa – Agricultural Commissioner's Office Guidelines for Participation in the Great Wine Capitals Global Network (GWC)

Background

The Great Wine Capitals Global Network (GWC) is an organization representing the most distinguished wine regions of the world. Currently, the Great Wine

Capitals Global Network includes representatives from Melbourne, Australia; Bordeaux, France; Napa Valley-San Francisco; Porto, Portugal; Cape Town, South Africa; Bilbao-Rioja, Spain; Florence, Italy and Mendoza, Argentina. Only one region is selected to represent a country and in our case, the Napa Valley has been designated the "Great Wine Capital" for the United States of America. Napa County participation in the Great Wine Capitals has been led locally by the Napa Valley Vintners and the St. Helena Chamber of Commerce. The Great Wine Capitals work to encourage international winery tourism, as well as economic, academic and cultural exchanges between the regions that are members. The County is an active partner with the St. Helena Chamber of Commerce, Napa Valley Vintners and other community representatives in the Great Wine Capitals Global Network. This policy guideline is meant to articulate how the County of Napa will participate in the GWC in the future.

Participation of County of Napa Representatives

Designated representatives to the GWC General Assembly will be determined in accordance to Napa County Policy Manual. Part 1, Section 8, Subdivision I.B.4.f..
As participants, County of Napa delegates are required to:

1. Attend the monthly local GWC meetings and;
2. Attend GWC annual assembly panels as representatives of the County of Napa. Delegates may be requested to make formal presentations to small and/or large groups as required; and
3. Obtain authorization for out-of-country travel according to Napa County Travel Policies.

Expenditures of County Resources

The County will contribute annually for all travel costs related to GWC including participation/membership fees and registration fees from the Agricultural Commissioner’s budget. The Agricultural Commissioner’s Office will include the costs in the annual budget preparation for Board approval. County delegates will itemize costs for travel to the GWC Annual General Meeting and submit on “Travel Expense” claim forms to the County Auditor Controller according to the Napa County Travel Policy. The Auditor Controller may use resources from the Agricultural Commissioner’s budget for travel claims submitted by the Agricultural Commissioner and the Board of Supervisor’s representative.
(Resolution No. 2025-10)

Amended May 7, 2019; Resolution No. 2019-59

AIRPORT

I. Delegation of Authority.

A. Airport Manager.

In addition to those authorities delegated by the Napa County Code, the Airport Manager is hereby authorized to:

1. Execute non-compensatory Letters of Agreement (LOAs) with the Federal Aviation Administration, tenants, or visitors related to airport operations, access, and/or procedures.
2. Issue Commercial Operating Permits as provided for under the Primary Management and Compliance Documents.
3. Approve sub-license agreements as expressly permitted by the applicable license agreement if the approval is also consistent with the Primary Management and Compliance Documents.
4. Approve sub-leases, but only as to approval of the activity as otherwise permitted by the applicable lease and only if the approval is consistent with the Primary Management and Compliance Documents.

B. Director of Public Works.

In addition to those authorities delegated by the Napa County Code, the Director of Public Works or designee is hereby authorized to:

1. Execute Federal Aviation Administration (FAA) and State of California Grant documents for approved projects contained in the Board approved Airport Capital Improvement Program.
2. Execute agreements for uses involving the Limited Passenger Facilities at the Napa County Airport that must adhere to the following four qualifying factors:
   - A use involving operating no more than two (2) aircraft or helicopters.
   - The hours of operation of the use be restricted to operating from 7:00 a.m. to 10:00 p.m. seven days a week.
   - The daily number of operations be limited to not exceed eight operations per day (an operation consisting of one takeoff and landing).
   - The use does not involve the ticketing of passengers at the Airport.

SELF- FUELING POLICY

I. Purpose.

The purpose of this Self-Fueling Policy is to set forth the minimum standards an Aircraft Owner must satisfy in order to Self-Fuel (as defined below) the owner's aircraft. Any Owner engaging in Self-Fueling at the Napa County Airport shall do so in compliance with all federal, state, and local laws, rules, and regulations.

II. Definitions.

A. Self-Fueling.

Self-Fueling is the non-commercial fueling of an aircraft by the Aircraft Owner or the Owner's employee(s) using the Owner's own vehicles, equipment, employees, and resources.

B. Based Aircraft.

Based Aircraft is any aircraft that is habitually situated at the airport when not in flight.

C. Transient Aircraft.

Transient Aircraft is any aircraft utilizing the airport for occasional transient purposes and is not based at the airport.

III. County Authorization/Permits.

A. Owner shall, prior to engaging in any Self-Fueling activity, comply with all applicable building codes, zoning standards, and requirements of County departments and agencies and obtain all necessary permits from County for the installation and operation of any Self-Fueling equipment. Owner shall be required to enter into a Self-Fueling Agreement ("Agreement") with the Airport prior to commencement of any Self-Fueling. Failure to obtain necessary permits prior to Self-Fueling shall be cause for termination of the Agreement.

B. The Agreement shall not reduce or limit Owner's obligations regarding these minimum standards and policies, which shall be included in the Agreement by reference.

IV. Evidence of Ownership.

Owner shall provide evidence of ownership or lease of any equipment used for fueling and aircraft being operated (and under the full and exclusive control of) and fueled by Owner prior to the commencement of any Self-Fueling activity. Owner shall not engage in fueling any aircraft it does not own or lease.

A. 1. Owner shall provide the County with proof of aircraft ownership prior to commencement of any fueling activity. The registered legal owner of an aircraft shall be determined according to the records of the Federal Aviation Administration, or

2. If the aircraft is being leased or operated by Owner (and under Owner's full and exclusive control), Owner shall provide the County with a copy of the lease or operating agreement prior to commencement of any fueling activity.

B. The Napa County Airport Manager shall determine aircraft ownership or if the lease/operating agreement demonstrates if the Owner has the full and exclusive control of the aircraft wishing to be Self-Fueled.

V. Monthly Fuel Reporting.

A. On or before the 10th day of each subsequent month, Owner shall:

1. Provide a summary report to the Airport Manager identifying the number of gallons of aviation fuel:
   - purchased by Owner (by fuel type),
   - delivered to Owner's fuel storage facility (by fuel type), and
   - dispensed to Owner's aircraft at the Airport; and

2. Pay the appropriate fuel flowage fees (see Part III of the Napa County Policy Manual, Part 30, Section 30.030) due to the County.

B. Upon request, records and meters shall be made available for review and inspection by the Airport Manager or his or her designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Owner and the amount of fuel delivered to Owner's aircraft and/or dispensed by Owner, the greater amount shall prevail and the Owner shall pay, within 10 working days, all additional fees due the County, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

VI. Fuel Storage.

Owner shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

A. Through an authorized Fixed Base Operator ("FBO") at the Airport; or

B. In a fuel storage area specified and approved by COUNTY and any other federal, state, or local agencies having jurisdiction.

1. Owners authorized by the County shall lease land and construct or install a fuel storage facility.

2. In no event shall the total storage capacity be less than 12,000 gallons for jet fuel or 10,000 gallons for Avgas.

C. Fuel delivered to, and dispensed by Owner shall fully comply with quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 910 (Avgas). Ensuring the quality of the fuel is the sole responsibility of Owner.

VII. Fuel Delivery.

Owner shall be required to demonstrate that any off-airport fuel distributor dispensing fuel to Owner meets all applicable laws, rules, and regulations imposed upon them for the sale, distribution, and transportation of petroleum products.

VIII. Fueling Equipment.

A. Owner shall utilize a single refueling vehicle or a fixed self-service fueling system for each type of fuel to be dispensed.

B. Avgas refueling vehicle shall have a minimum capacity of 750 gallons and a maximum capacity of 1,500 gallons.

C. Jet refueling vehicle shall have a minimum capacity of 2,000 gallons and maximum capacity of 3,000 gallons.

D. Refueling vehicle shall be capable of bottom loading.

E. Refueling vehicle or a fixed self-service fueling system and all fueling equipment shall be equipped and maintained to comply with all applicable regulatory measures including, without limitation, those prescribed by:

1. National Fire Protection Association (NFPA) Codes;

2. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".

3. Applicable FAA Advisory Circulars including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

4. Both state and federal Department of Transportation.

IX. Spill Prevention, Control, and Countermeasures.

Prior to engaging in Self-Fueling which includes transporting fuel onto the Airport, Owner shall provide Airport with a written Spill Prevention, Control, and Countermeasures ("SPCC") Plan that meets all applicable regulatory measures for fuel storage facilities and Owner's activities. An updated copy of the SPCC Plan shall be filed with the Airport at least 30 calendar days prior to any planned change in operations.

X. Standard Operating Procedures (SOP) for Fueling.

Owner shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". Owner's SOP shall include a training plan, fuel quality assurance procedures and associated record keeping, and emergency response procedures to fuel spills and fires. Owner's SOP shall also address:

A. Regular safety and security inspections;

B. Bonding and fire protection;

C. Public protection; and

D. Marking and labeling of (and controlling access to) refueling vehicles, fueling equipment, and fuel storage facilities. Owner's SOP shall be submitted to Airport no later than 30 calendar days before Owner is scheduled to commence Self-Fueling at the Airport and it shall be resubmitted 30 calendar days prior to any planned change in operations.

XI. Limitations/Termination.

Owner shall not sell and/or dispense fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Owner and identified to the County. Any such selling or dispensing is a violation of this policy and shall be grounds for immediate suspension or termination of Owner's Self-Fueling Agreement by County.

A. The first violation shall result in a suspension of Owner's Agreement for a period of one year, during which time Owner shall be prohibited from conducting any Self-Fueling activities. The Airport Manager is authorized to provide written notice to Owner documenting Owner's violation and implementing a one-year suspension period.

B. The second violation shall result in the termination of the Owner's Agreement.

C. Failure by Owner to comply with any other terms of this policy or any terms contained in their Agreement shall be cause for immediate termination.

XII. Payment of Rents, Fees, and Charges.

Owner shall pay any rents, fees, or other charges specified by the County for engaging in Self-Fueling. Owner's failure to remain current in the payment of rents, fees, charges, and other sums due and owing to the County shall be grounds for termination of their Agreement. The County may, at its option, enforce payment of any rent, fee, or other charge due and owing to the County by any legal means available to it.

XIII. Taxes.

Owner shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized agency, relating to the leased premises or Self-Fueling at the Airport.

XIV. Insurance.

Owner shall obtain and maintain in full force and effect throughout the term of the Agreement, and thereafter, as to matters occurring during the term of the Agreement, the insurance coverages specified in the Agreement and approved by the County's Risk Manager.

XV. Hold Harmless/Indemnification.

Owner shall defend, indemnify and hold harmless County, its officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by Owner, or its officers, agents, or employees, of activities required under the Agreement, including any liability or claims (including claims for the costs of cleanup and remediation) arising from a release of hazardous materials which is unauthorized and/or contaminates the Airport or adjacent real property or any storm drain, sewer or water system, marsh, wetland, body or water or waterway groundwater or air basin or portion thereof.

XVI. Emergency/Public/Government Service.

A. At the Airport Manager's discretion, Owners providing an Emergency/Public/Government Service (including, but not limited to, federal, state, and local Agencies) and involved in an actual ongoing emergency are not required to meet the minimum standards identified in Paragraphs III, V, VI, VIII, IX, and X.

B. Storage and delivery of Fuel for Aircraft operated by Emergency/Public/Government Service entities must be approved, in advance, by the County.

C. All other minimum standards identified herein and contained in Owner's Agreement shall be adhered to when providing Emergency/Public/Government Service.

ASSESSMENT DISTRICT POLICY

Amendment 1 dated October 27, 1987 as further amended March 13, 1990

Subject

Use of Assessment Districts to Finance Public Facilities in Connection with Commercial and Industrial Development.

I. Purpose of Policy

a. To facilitate the acquisition and construction of public facilities in those portions of the County designated on the Napa County General Plan as suitable for commercial or industrial uses if needed to promote any of the following:

1. The health and welfare of the developed areas;

2. The promotion of the orderly development of the County;

3. The development of needed commercial or industrial property.

b. Residential improvements shall not be eligible for assessment financing.

II. Policy considerations regarding the need for an assessment district

Factors to be considered in reviewing a request that a special assessment district be formed shall include but not be limited to the following:

a. Is there a need for the development of additional commercial and industrial zoned lots in the County?

b. Is the inventory of existing improved parcels that are in the community adequate?

c. Will the proposed assessment, when added to the existing public indebtedness in the area to be assessed, result in an unusually high tax rate or collection charge being assessed which will tend to make the sale or use of the property uneconomic?

d. Does the County anticipate debt issuance during the applicable calendar year for purposes of general County operations which, in the absence of any assessment district debt authorization, would make total County debt issuance eligible for the applicable small issuer arbitrage exemption rule?

III. Facilities eligible for funding through assessment financing

Facilities financed through assessments are limited to public facilities located within dedicated rights-of-way or easements which the County or other local agency will be required to maintain and operate. The types of facilities to be financed are:

a. Streets;

b. Drainage facilities;

c. Public utilities, whether privately or publicly owned, which are appurtenant and incidental to streets or which otherwise provide significant public benefit if not appurtenant or incidental to streets; and

d. Landscaping when used in conjunction with other public improvements listed above.

IV. Pre-Application Procedure

a. An application requesting the approval of an assessment district is commenced by filing a feasibility report of the proposed project with the Director of Public Works. The application must include $5,000 application fee to cover any financial feasibility studies conducted by the County. This fee is eligible for inclusion in the District financing if the District is approved by the Board of Supervisors. The fee shall be considered non-refundable if the District is not created. The content of the feasibility report is Exhibit 1 to this Board policy.

b. When a completed feasibility report is filed with the Director of Public Works, he shall distribute same to the Assessment District Advisory Committee. The Assessment District Advisory Committee consists of the Director of Public Works, County Counsel, County Auditor-Controller, County Administrator, County Planning Director and the proponent of the project.

c. The Director of Public Works, at the time he distributes the feasibility report, shall schedule a pre-project conference. This conference will normally be held within thirty (30) calendar days of filing. The purpose of this conference will be to have a thorough understanding of all facets of the proposed project. At this conference, any agreements necessary regarding the specific details of the project should be arrived at and appropriate steps taken to formalize any such agreements.

d. The Assessment District Advisory Committee must be notified at least two (2) weeks in advance of the pre-project conference of any individuals or firm who will be recommended for the purpose of serving as District Legal Counsel, Consultant to the Engineer of the Work, or Financial Consultant.

e. The time schedule for filing of the various legal documents will be set in the pre-project conference. This schedule shall ensure that there will be adequate time for review and recommendation by the staff prior to the presentation to the Board of Supervisors for their action.

f. Costs incurred by the applicant for services of Bond Counsel, Appraiser, and private Engineer for purposes directly related to preparation of the Assessment District application may be included in the District financing if the District is created. In order to qualify, such individuals/firms and costs must be approved in writing by the County in advance of contract execution. To obtain approval from the County, proposed professional service agreements must meet the following standards:

Bond Counsel
-- Bond Counsel firm acceptable to Napa County Counsel
-- Reasonable costs/fees
-- Scope of work directly related to proposed assessment district.

Appraiser
-- MAI Appraiser acceptable to County Administrator's Office
-- Reasonable costs/fees
-- Scope of work directly related to proposed assessment district.

Private Engineer
-- Engineering firm acceptable to County Public Works Director
-- Reasonable costs/fees
-- Scope of work directly related to proposed assessment district.

g. The County will select the Underwriter and any financing services deemed necessary.

h. Any cost incurred by the proponent in preparing the application, other than for an acceptable Appraiser, Bond Counsel or Engineer, will not be eligible for inclusion in the District financing.

i. The staff shall prepare a report within forty-five (45) days of the completion of the pre-project conference. The report shall recommend approval or denial of the application and shall be filed with the Clerk of the Board.

V. Consideration of Application by the Board of Supervisors

The Clerk of the Board upon receipt of the recommendation of the Assessment District Advisory Committee and a draft Resolution declaring the intent of the Board to create an assessment district for the purpose of acquiring or constructing specified public improvements shall place the matter on the Board's agenda. The Board at the hearing will consider formation of the assessment district and will approve or disapprove such proposal for formation.

VI. Conditions which must be included in any assessment district proposal

a. A reserve account must be established in the amount of either ten percent (10%) or such other rate as the Board may set based upon a recommendation of the Assessment District Advisory Committee.

b. Each issue must contain a provision within the indenture that judicial foreclosure is initiated within 150 days of taxes being delinquent.

c. The County will not guarantee payment of the bonds in the event of default of payment.

VII. Miscellaneous Provisions Applicable to All Assessment Applications

a. The Public Works Director will act as the Engineer of the Work, but may recommend the selection of a private engineering firm to assist him. If a private firm is hired, a formal written agreement shall spell out in detail any responsibilities involved and his relationship to the County Public Works Director.

b. At the point the Board of Supervisors adopts the Resolution of Intent for the proposed Assessment District, final selection of the private Engineer (if any), MAI Appraiser and Bond Counsel will be made at the sole discretion of the Board of Supervisors.

The Board may consider those firms pre-approved by the County for purposes of application preparation as outlined in Section IV(f). If different Bond Counsel, Appraiser or private Engineer than those pre-approved per Section IV(f) is selected by the Board, a determination of application preparation costs allowable for financing through the District financing will be made at the point of Resolution of Intent.

c. The Engineer of Work will be required to furnish in the cost estimate of the project, a tabulation of all costs and a breakdown in sufficient detail that it can be satisfactorily determined that all costs have been provided for adequately.

d. The proponent may be required to furnish security in a form satisfactory to the County, the purpose of which will be to assure completion of the project in accordance with plans and specifications without cost to the County in the event assessment district funds are insufficient to meet the total cost of the project.

e. There shall be no advance payment by, or net cost to the County for processing an assessment district. Expenses not chargeable to the assessment district must be borne by the proponent and security acceptable to the County to guarantee same must be posted prior to consideration of an application by the Board. A County administration fee of 1.5% of the total assessment amount shall be included in each assessment district for purposes of paying the cost of County staff time involved in processing the assessment district application through bond issuance. Ongoing County administrative costs over the term of the assessment district shall be paid annually as an administrative fee collectable along with annual assessment payments from assessed properties as permitted by law.

f. All taxes and assessment currently due shall be paid prior to authorization of bond sale.

g. The total amount of the lien created by the assessments when added to any pre-existing fixed lien assessments shall not exceed one-third (1/3) of the fair market value of the land. "Fair Market Value" in this context shall be the value of the land once the public improvements in the proposed assessment district are in place. The determination of such values will be based upon a report prepared by an independent MAI Appraiser acceptable to the County and shall meet this minimum lien to value ratio for each individual parcel of land within the proposed district. Higher lien to value ratios and/or additional evidence of security for assessment district bond issuance may be required in applications for assessment districts involving vacant land under limited ownership, at the discretion of the Assessment District Advisory Committee.

h. Facilities shall be funded in accordance with the provisions of the Municipal Improvements Acts of 1911, 1913 and 1915 and the Mello Roos Act. In the event the acquisition provisions of the Municipal Improvements Act of 1913 are utilized, the County and the project proponent shall mutually agree upon the facilities to be acquired and the method of determining the construction costs to ensure that future owners of the property will be assessed only for reasonable costs incurred. Furthermore, the project proponent shall be required to provide evidence satisfactory to the Public Works Director of (1) solicitation of competitive bids for the

construction contract or contracts and (2) payment of prevailing wages with respect to such construction contract or contracts.

i. The assessment district bonds shall be issued in accordance with the 1911, 1915 or Mello Roos Bond Acts as determined jointly by proponent and County. In the absence of agreement, no bonds shall be issued. If 1913 Act acquisition proceedings are utilized, the bonds shall in no event be issued prior to completion of the work and improvements to be acquired, as determined by the Public Works Director.

j. Additional feasibility studies may be required by the Assessment District Advisory Committee or the Board demonstrating that the development will find market acceptance.

k. An assessment district will be implemented only when it can be demonstrated that a suitable reserves fund can be established.

l. The proponent shall provide the Director of Planning with such documentation as the Director requires to ensure compliance with the California Environmental Quality Act (commencing with Section 21000 et seq. of the Public Resources Code) and the State Environmental Guidelines (commencing with Section 15000 of Title 14 of the California Administrative Code).

m. There shall be no overlapping bond assessments or liens on the proposed special assessment district at the time the assessments are to be affirmed by the County.

EXHIBIT I

Application For Assessment District

Five copies of all documents constituting the feasibility report shall accompany the original unless this policy expressly provides otherwise or the Director of Public Works requires a greater number. The feasibility report should contain the following:

1. A statement from the applicant describing the project and showing that the development or improvement is consistent with the goals and policies identified in Paragraph I of the Board Policy, "Use of Assessment Districts to Finance Public Facilities in Connection With Commercial and Industrial Development."

2. A map at a scale suitable for public display at any required public hearings, setting forth the boundaries of the area proposed to be assessed and identifying each parcel located within said assessment district.

3. A map depicting all properties within and contiguous to the perimeter of the assessment district. The General Plan, zoning designation and lot size of each parcel shall be identified.

4. A detailed description of the improvements to be financed by the assessment district, supported by a preliminary Engineer's estimate of cost, including administrative costs.

5. A statement indicating whether the improvements to be financed are to be constructed by Public Works contract of the County or by private contract followed by acquisition.

6. A statement of the proposed source, location and availability of necessary utility services, including gas, electricity, telephone, sewer, water and garbage services.

7. Whether 1911 or 1915 Act Bonds are proposed to be utilized.

8. For each parcel of land in the proposed district:

   -- Assessor's parcel number

   -- Name of owner(s)

   -- Size of parcel

   -- Appraised value (MAI appraisal)

   -- Proposed assessment cost

9. A summary of the background of persons or entities proposing the formation of the assessment district, including three years of financial statements.

10. The relationship of the project to other projects existing or proposed.

11. Documentation that all required project approvals that will be necessary for the development to occur have progressed to the point that public benefit can be adequately assessed.

12. Documentation that the owners of not less than sixty percent (60%) of the area of land to be assessed for the improvements have consented to the proposed assessment district.

13. A statement regarding whether the property is presently subject to escrow proceedings, an option to purchase or the like. If the property is so subject, a listing of all such prospective purchasers, a copy of the notice that has been given to said purchasers and proof of service. Any such notice must notify the prospective purchaser of the pendency of the assessment proceedings and that any applicable assessment lien will be paid prior to the close of escrow unless the purchaser has, in writing, opted for a pass through.

14. Any other information requested by the Director of Public Works or the Assessment District Advisory Committee.

15. A $5,000 cashier's check for non-refundable fee.

16. County letter(s) of approval for application preparation cost for bonds counsel, appraiser and private engineer.

ASSESSOR

2/4/92 Assessor authorized to exempt from property tax certain property with an assessed value for which property taxes would amount to less than the cost of assessing and collecting the tax. (Resolution No. 92-13).

Assessment Appeals Board Established 04/10/18; Ordinance No. 1428
Local Rules Established 04/24/18, Resolution No. 2018-48

ASSESSMENT APPEALS BOARD

ORDINANCE NO. 1428

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADDING A NEW CHAPTER 2.49 TO ESTABLISH AN ASSESSMENT APPEALS BOARD

WHEREAS, the Napa County Board of Supervisors sitting as the Board of Equalization has determined that pursuant to Revenue and Taxation Code Section 1620 that it shall create an assessment appeal board for the county to equalize the valuation of taxable property within the county for the purpose of taxation.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. A new Chapter 2.49 (**ASSESSMENT APPEALS BOARD**) is hereby added to the Napa County Code to read in full as follows:

Chapter 2.49

ASSESSMENT APPEALS BOARD

Sections:

2.49.010 Establishment of Napa County Assessment Appeals Board.
2.49.020 Assessment Appeals Board Purpose and Duties.
2.49.030 Assessment Appeals Board Composition.
2.49.040 Selection of Assessment Appeals Board Members.
2.49.050 Assessment Appeal Board Member Qualifications.
2.49.060 Assessment Appeal Board Member Term of Office.
2.49.070 Removal of Assessment Appeal Board Member
2.49.080 Interest Bars Participation of Assessment Appeal Board Members
2.49.090 Compensation of Assessment Appeal Board Members.
2.49.100 Administrative Support for Assessment Appeals Board.
2.49.110 County Counsel Support for Assessment Appeals Board.
2.49.120 Assessment Appeals Board Rules of Procedure.
2.49.130 Assessment Appeals Board Fees.

2.49.010 Establishment of Napa County Assessment Appeals Board.

Pursuant to the provisions of Section 16 Article XIII of the California Constitution and Revenue and Taxation Code section 1620 *et. seq.*, Napa County establishes an assessment appeals board.

2.49.020 Assessment Appeals Board Purpose and Duties.

The assessment appeals board is created in Napa County to constitute the county board of equalization that shall equalize the values of all property on local assessment roll by adjusting individual assessments. It shall be the duty of the assessment appeals board to exercise their powers in the manner and subject to the limitations specified by California law.

2.49.030 Assessment Appeals Board Composition.

The assessment appeals board shall consist of a total of five members. However, pursuant to Revenue and Taxation Code section 1622.1, the clerk of the assessment appeals board shall designate a three board panel to act as the assessment appeals member for every assessment appeals board meeting.

2.49.040 Selection of Assessment Appeals Board Members.

The board of supervisors shall directly appoint members of the assessment appeals board from qualified persons. Each member of the board of supervisors shall nominate one member to serve on the assessment appeals board. Approval of each member shall be by majority vote of the entire board of supervisors.

Upon the expiration of any terms of office or upon the vacancy of an assessment appeals board position, the board of supervisors shall fill such office or vacancy by direct appointment. A member appointed to fill a vacancy during the term of a regular member shall serve for the remainder of the unexpired term. Only the supervisor of the district from which the appeals board member was nominated shall nominate a replacement to fill any vacancy.

2.49.050 Assessment Appeal Board Member Qualifications.

A person shall be eligible to serve if they have a minimum of five years professional experience in the State of California as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, a property appraiser certified by the Bureau of Real Estate Appraisers, or a property appraiser certified by the State Board of Equalization. Further the board of supervisors must believe that the person has competent knowledge of property appraisal and taxation.

New members of the assessment appeals board shall complete a State Board of Equalization course as soon as reasonably possible upon taking office and within the first year of their appointment.

2.49.060 Assessment Appeal Board Member Term of Office.

Assessment appeal board members shall serve a three year term beginning on the first Monday in September. A member shall continue to serve as a board member until a vacancy for

their position is filled. Upon the creation of the board, the first term of one member, selected by lottery, shall expire one year from the first Monday in September. The first terms of two members, selected by lottery, shall expire two years from the first Monday in September. The first term of the remaining two members shall expire three years from the first Monday in September. After the initial term, all board members shall serve a three year term from the first Monday in September.

2.49.070 Removal of Assessment Appeal Board Member.

Assessment appeal board members shall serve at the will and pleasure of the board of supervisors. An assessment appeal board member may be removed from the assessment appeals board prior to the expiration of the term by a majority vote of the board of supervisors, but only after the assessment appeal board member has been given fifteen days written notice of the intent to remove the assessment appeal board member.

2.49.080 Interest Bars Participation of Assessment Appeal Board Members.

No member of an assessment appeals board shall knowingly participate in any assessment appeal proceeding wherein the member has an interest in either the subject matter of or a party to the proceeding of such nature that they could reasonably be expected to influence the impartiality of the member's judgment in the proceeding. Violation of this section shall be cause for removal.

2.49.090 Compensation of Assessment Appeal Board Members.

The board of supervisors shall fix compensation for assessment appeals board members by resolution.

2.49.100 Administrative Support for Assessment Appeals Board.

The board of supervisors shall furnish clerical or other assistance to the assessment appeals board as the board of supervisors deems appropriate.

2.49.110 County Counsel Support for Assessment Appeals Board.

The county counsel or their authorized deputy shall serve as legal advisor to the assessment appeals board and shall attend meetings and hearings upon request.

2.49.120 Assessment Appeals Board Rules of Procedure.

All proceedings of the assessment appeals board shall be conducted in accordance with California Revenue and Taxation Code, the State Board of Equalization Property Tax Rules, the California Code of Regulations and such local rules as the board of supervisors may prescribe.

2.49.130 Assessment Appeals Board Fees.

All fees and costs applicable to assessment appeals board applications and proceedings shall be set from time to time by the board of supervisors by resolution.

SECTION 2. 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 3. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 4. A summary of this ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

ASSESSMENT APPEALS BOARD
LOCAL RULES – RESOLUTION NO. 2018-48

Article XIII, section 16 of the California Constitution, provides a county board of supervisors with the authority to adopt local rules relating to noticing and other procedures required to facilitate the work of a county's Assessment Appeals Board. The Napa County Board of Supervisors adopted the local rules set forth in this handbook pursuant to this constitutional authority.

State regulations regarding the conduct of Assessment Appeals Board hearings are set forth in Title 18 of the California Code of Regulations (commonly known as the Property Tax Rules). The Board of Supervisors enacted its local rules by adopting Property Tax Rules 301 through 326, modifying each rule where appropriate.

The Napa County Board of Supervisors formed the Assessment Appeals Board to hear and determine applications made by property owners and other affected persons for changes in the assessed value of their property. The rules and procedures contained herein summarize the rights and obligations of a person who applies for a change in the assessed value of property. However, it does not constitute an exhaustive explanation of the law. For that purpose, you are advised to consult a private attorney. It is the obligation of the Assessment Appeals Board to equalize the assessed values of property. In fulfilling its obligation the Assessment Appeals Board may, based upon evidence presented at the hearing, raise, lower, or leave unchanged the assessed value of property.

Table of Contents

Rule No. 1. DEFINITIONS AND GENERAL PROVISIONS
Rule No. 2. THE BOARD'S FUNCTION AND JURISDICTION
Rule No. 2a. TRAINING
Rule No. 3. APPLICATION
Rule No. 3a. VALIDITY AND JURISDICTIONAL HEARINGS
Rule No. 4. EXCHANGE OF INFORMATION
Rule No. 5. PREHEARING CONFERENCE
Rule No. 6. APPLICATION FOR EQUALIZATION UNDER REVENUE AND TAXATION CODE SECTION 469
Rule No. 7. BASE YEAR VALUE PRESUMPTION
Rule No. 8. COPY OF APPLICATION, AMENDMENT, AND CORRECTION TO ASSESSOR
Rule No. 9. NOTICE OF HEARING
Rule No. 10. WITHDRAWAL
Rule No. 11. REQUEST FOR FINDINGS
Rule No. 12. CONFLICT OF INTEREST
Rule No. 13. APPLICATION FOR EQUALIZATION BY MEMBER
Rule No. 14. HEARING
Rule No. 15. SELECTION OF BOARD CHAIR AND PANEL, QUORUM AND VOTE REQUIRED
Rule No. 16. HEARINGS RECORDED
Rule No. 17. HEARING PROCEDURE
Rule No. 18. LEGAL COUNSEL FOR APPLICANT AND ASSESSOR
Rule No. 19. EXAMINATION OF APPLICANT BY BOARD
Rule No. 20. PERSONAL APPEARANCE BY APPLICANT; APPEARANCE BY AGENT
Rule No. 21. BURDEN OF PROOF
Rule No. 22. SUBPOENAS
Rule No. 23. POSTPONEMENTS AND CONTINUANCES
Rule No. 24. DECISION
Rule No. 25. NOTICE AND CLARIFICATION OF DECISION
Rule No. 26. POST HEARING PROCEDURES

Rule No. 1. DEFINITIONS AND GENERAL PROVISIONS.

Reference: Revenue and Taxation Code Sections 110, 110.1, 110.5, 1601, 1603 et seq.
Government Code Section 31000.6.

The provisions set forth in this Rule govern the construction of Napa County Assessment Appeals Board Local Rules.

A. "County" is Napa County.

B. "Assessor" is the assessor of the County.

C. "Auditor" is the auditor of the County.

D. "Board" or "AAB" is the Assessment Appeals Board of the County.

E. "Chair" is the chair of the Assessment Appeals Board.

F. "Clerk" is the clerk of the Assessment Appeals Board.

G. "Person affected" or "party affected" is any person or entity having a direct economic interest in the payment of property taxes on the property for the valuation date that is the subject of the proceedings under this section. "Person affected" or "party affected" shall include the property owner, a lessee required by the property lease to pay the property taxes, and a property owner who acquires an ownership interest after the lien date if the new owner is also responsible for payment of property taxes for the lien date that is the subject of the application.

H. "Application" is the completed Assessment Appeal Application form filed with the Clerk of the Assessment Appeals Board.

I. "Applicant" means a taxpayer that has filed an Assessment Appeal Application form with the Clerk.

J. "Full cash value" or "fair market value" is the value provided in sections 110 and 110.1 of the Revenue and Taxation Code.

K. "Restricted value" is a value standard other than full cash value prescribed by the Constitution or by statute authorized by the Constitution.

L. "Full value" is either the full cash value or the restricted value.

M. "Equalization" is the determination by the Board of the correct full value for the property that is the subject of the hearing.

N. "County legal advisor" is the County Counsel of the County, or outside counsel specifically retained to advise the Board.

O. "Authorized agent" is one who is directly authorized by the applicant to represent the applicant in an assessment appeals proceeding.

P. "Days" means calendar days.

Rule No. 2. THE BOARD'S FUNCTION AND JURISDICTION.
Reference: Revenue and Taxation Code Sections 531.1, 1603, 1604, 1605.5.

A. The functions of the Board are:

(1) To lower, sustain, or increase upon application, or to increase after giving notice when no application has been filed, individual assessments in order to equalize assessments on the local tax assessment roll;

(2) To determine the full value and, where appealed, the base year value of the property that is the subject of the hearing;

(3) To hear and decide penalty assessments, and to review, equalize and adjust escaped assessments on that roll except escaped assessments made pursuant to Revenue and Taxation Code section 531.1;

(4) To determine the classification of the property that is the subject of the hearing, including classifications within the general classifications of real property, improvements, and personal property. Such classifications may result in the property so classified being exempt from property taxation, or reclassified to assessable property;

(5) To determine the allocation of value to property that is the subject of the hearing; and

(6) To exercise the powers specified in sections 1605.5 of the Revenue and Taxation Code.

B. Except as provided in subsection (A)(4), the Board has no jurisdiction to grant or deny exemptions or to consider allegations that claims for exemption from property taxes have been improperly denied.

C. The Board acts in a quasi-judicial capacity and renders its decision only on the basis of proper evidence presented at the hearing.

Rule No. 2a. TRAINING.
Reference: Revenue and Taxation Code Section 1624.01

A. To ensure that the members of the Board are knowledgeable of the statutes, rules, policies, and administrative procedures within their jurisdiction, all members are required to complete a training course prescribed by State Board of Equalization.

B. Every person newly appointed as a member of the Board shall successfully complete training conducted by the State Board of Equalization prior to the commencement of his or her term on the Board or as soon as is reasonably possible within one (1) year thereafter. A member who does not complete this mandated training as stated above shall complete the training within sixty (60) days of the date of the notice by the Clerk advising the member that their failure to complete the training constitutes resignation by operation of law. If the member fails to comply within the 60-day period, the member shall be deemed to have resigned the position on the Board. A Board member may continue to retain his or her position on the Board in order to complete all appeal hearings to which the member is assigned and which commenced prior to the date of resignation.

Rule No. 3. APPLICATION.
Reference: Revenue and Taxation Code Sections 51, 166, 170, 408.1, 469, 619, 1603, 1603.5, 1604, 1605, 1636, 5097, and 5097.02.
Government Code Section 25105.5.

No change in an assessment sought by a person affected shall be made unless the following application procedure is followed:

A. **ELIGIBLE PERSONS.**

(1) An application is filed by a person affected or the person's agent, or a relative mentioned in Rule No. 20 and/or State Property Tax Rule No. 317. If the application is made by an agent, other than an authorized attorney licensed to practice in this state who has been retained and authorized by the applicant to file the application, written authorization to so act must be filed with the application. For purposes of signing an application on behalf of an applicant, an agent shall be deemed to have been duly authorized if the applicant's written agent authorization is on the application or attached to each application at the time it is filed with the Board. The attached authorization shall include the following:

(a) The date the authorization statement is executed;

(b) A statement to the effect that the agent is authorized to sign and file applications in the specific calendar year in which the application is filed;

(c) The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located in Napa County;

(d) The name, address, and telephone number of the specific agent who is authorized to represent the applicant;

(e) The applicant's original signature and title;

(f) A statement that the agent will provide the applicant with a copy of the application.

(2) If a photocopy of the original authorization is attached to the application, the agent shall submit an original signed authorization within 14 days of submittal of the application. The application form shall show that the agent's authorization was attached to the application. An agent must have authorization to file an application at the time the application is filed; retroactive authorizations are not permitted.

(3) If the applicant is a corporation, limited partnership, or a limited liability company, the agent authorization must be signed by an officer or authorized employee of the business entity.

B. **SIGNATURE AND VERIFICATION.** The application shall be in writing and signed by the applicant or the applicant's agent with declaration under penalty of perjury that the statements made in the application are true and that the person signing the application is one of the following:

(1) The person affected, a relative mentioned in Rule No. 20 and/or State Property Tax Rule No. 317, an officer of a corporation, or an employee of a corporation who has been designated in writing by the board of directors or corporate officer to represent the corporation on property tax matters;

(2) An agent authorized by the applicant as indicated in the agent's authorization portion of the application;

(3) An attorney licensed to practice law in this state who has been retained by the applicant and who has been authorized by the applicant, prior to the time the application is filed, to file the application.

C. **FORM AND CONTENTS.** The county shall provide application forms free of charge. All applications must be made on these forms. Unless specifically authorized by the Clerk, a separate application must be filed for each parcel of real property and for each assessment of personal (unsecured) property. In the event that an entire subsection is appealing values and each parcel has identical information the clerk shall authorize a single appeal for that subsection.

(1) The application shall require that the applicant provide the following information:

(a) The name and address of the applicant.

(b) The name and address of the applicant's agent, if any. If the applicant is represented by an agent, both the applicant's actual mailing address and the agent's mailing address shall be provided on the application.

(c) The applicant's written authorization for an agent, if any, to act on the applicant's behalf.

(d) The parcel number and a description of the property that is the subject of the application sufficient to identify it on the assessment roll.

(e) The applicant's opinion of the value of the property on the valuation date of the assessment year in issue.

(f) The roll value on which the assessment of the property was based.

(g) The facts relied upon to support the claim that the Board should order a change in the assessed value, base year value, or classification of the subject property. The amount of the tax or the amount of an assessed value increase shall not constitute facts sufficient to warrant a change in assessed values.

(2) The form shall also include:

(a) A notice that a list of property transfers within the County that have occurred within the preceding two-year period is open to inspection at the assessor's office to the applicant upon payment of a fee.

(b) A notice that written findings of fact will be prepared by the Board upon request if the applicable fee is paid. An appropriate place for the applicant to make the request shall be provided.

(3) An application may include one or more reasons for filing the application. An application may include both property on the secured roll and property on the unsecured roll if related to the same APN.

(4) An application that includes the correct information required by subsection (1) is valid and no additional information shall be required of the applicant on the application form.

(5) If an application for appeal of property subject to an escape assessment resulting from an audit conducted by the county assessor, then all property, both real and personal, of the applicant at the same profession, trade, or business location shall be subject to review, equalization, and adjustment by the Board. An application may not be filed for property that has previously been equalized for the year in question.

(6) If a duplicate application (as defined in Revenue and Taxation Code Section 1603.5) is filed, the Clerk may accept only the first application filed and may reject any duplicate application.

D. **TIME OF FILING.**

(1) An application appealing a regular assessment shall be filed with the Clerk during the regular filing period beginning July 2 but no later than November 30. A regular assessment is

one placed on the assessment roll for the most recent lien date, prior to the closing of that assessment roll.

(2) Applications with an original signature must be filed with the Clerk between July 2 and November 30. If hand delivered, the application must reach the Clerk's office before 5:00 p.m. on November 30. If mailed, the application must be postmarked no later than November 30. The address is: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, California 94559-3082. Applications are not accepted by facsimile or other form of electronic transmission.

(3) An application appealing an escape assessment or a supplemental assessment must be filed with the Clerk no later than 60 days after the date of mailing printed on the notice of assessment or the postmark date, whichever is later.

(4) An application appealing a proposed reassessment made for property damaged by misfortune or calamity pursuant to section 170 of the Revenue and Taxation Code must be filed with the Clerk no later than six months after the date of mailing of the notice of proposed reassessment by the assessor. The decision of the Board regarding the damaged value of property shall be final; however, the decision regarding the reassessment made pursuant to section 170 shall create no presumption regarding the value of the property subsequent to the date of the damage.

(5) An application may be filed within 60 days of receipt of a notice of assessment or within 60 days of the mailing of a tax bill, whichever is earlier, when the taxpayer does not receive the notice of assessment described in section 619 of the Revenue and Taxation Code at least 15 calendar days prior to the close of the regular filing period. The application must be filed with an affidavit from the applicant declaring under penalty of perjury that the notice was not timely received.

(6) A completed application will be deemed to have been timely filed:

(a) If it is sent by U.S. mail, properly addressed with postage prepaid and is postmarked on the last day of the filing period or earlier within such period; or

(b) If proof satisfactory to the Board establishes that the mailing occurred on the last day of the filing period or within such period. Any statement or affidavit made by an applicant asserting such a timely filing must be made within one year of the last day of the filing period.

(7) An application filed by mail that bears both a private business postage meter postmark date and a U.S. Postal Service postmark date will be deemed to have been filed on the date that is the same as the U.S. Postal Service postmarked date, even if the private business postage meter date is the earlier of the two postmarked dates. If the last day of the filing period falls on Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be deemed timely filed. If the county's offices are closed for business prior to 5:00 p.m. or for the entire day on which the deadline for filing falls, that day shall be considered a legal holiday.

(8) Except as provided in sections 1603 and 1605 of the Revenue and Taxation Code, the Board has no jurisdiction to hear an application unless filed within the time periods specified above.

(9) An application filed without the required filing fee will be deemed invalid and shall not be accepted by the Board. Prompt notice that the application is invalid will be given by the Clerk to the applicant, and where applicable, the applicant's agent. An applicant or the applicant's agent who received notice shall be given 14 days to submit the required filing fee in order to cure the invalid application.

E. **AMENDMENTS AND CORRECTIONS.**

(1) An applicant or an applicant's agent may amend an application until 5:00 p.m. on the last day upon which the application might have been timely filed.

(2) After the filing period has expired:

(a) Except as provided in Rule 3a, an application that does not include the information required by subsection (C)(1) of this Rule is invalid and shall not be accepted by the Board. Notice that an application is invalid shall be given by the Clerk to the applicant and, where applicable, the applicant's agent. An applicant or the applicant's agent who has received notice shall refile within the appropriate filing period, or shall correct any errors and/or omissions within 14 days after notice was given that it is incomplete. Disputes concerning the validity of an application shall be resolved by the Board in a validity hearing described in Rule 3a.

(b) The applicant or the applicant's agent may amend an application provided that the effect of the amendment is not to request relief additional to, or different in nature from, that originally requested.

(c) Upon request of the applicant or the applicant's agent, the Board, in its discretion, may allow the applicant or the applicant's agent to make amendments to the application in addition to those specified in subsections (a) and (b) to state additional facts claimed to require a reduction of the assessment that is the subject of the application.

(i) The applicant or the applicant's agent shall state the reasons for the request, which shall be made in writing and filed with the Clerk of the Board prior to any scheduled hearing, or may be made orally at the hearing. If made in writing, the Clerk shall provide a copy to the assessor upon receipt of the request.

(ii) As a condition to granting a request to amend an application, the Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code.

(iii) If a request to amend is granted, and upon the request of the assessor, the hearing on the matter shall be continued by the Board for no less than 45 days, unless the parties mutually agree to a different period of time.

(iv) An applicant or an applicant's agent shall be permitted to present testimony and other evidence at the hearing to support a full value that may be different from the opinion of value stated on the application. The presentation of such testimony or other evidence shall not be considered a request to amend or an amendment to the application.

F. **CLAIM FOR REFUND.** If a valid application is designated as a claim for refund pursuant to section 5097 of the Revenue and Taxation Code, the applicant shall be deemed to have challenged each finding of the Board and to have satisfied the requirements of section 5097.02 of the Revenue and Taxation Code.

G. **CONSOLIDATION OF APPLICATIONS.** The Board on its own motion or on a timely request of the applicant(s) or the assessor may consolidate applications when the applications present the same or substantially related issues of valuation, law, or fact. If applications are consolidated, the Board shall notify all parties of the consolidation.

Rule No. 3a. VALIDITY AND JURISDICTIONAL HEARINGS.

A. **VALIDITY HEARING.** When the Clerk determines that an application is incomplete and the applicant does not remedy the deficiency after the Clerk provides notice of its incompleteness under Rule 3(E)(2)(a), the application will be deemed invalid. Within 14 days after the date set forth in the notice of the Clerk for the applicant to remedy any deficiency, the applicant may request a hearing before the Board to determine the validity of the application. After receiving a request for a Validity Hearing, the Clerk shall set the matter for a hearing solely on the question of the validity of the application. The Clerk is entitled to a presumption that the Clerk's determination is correct, but an applicant may present evidence to rebut the presumption or to establish an exception to the requirements of Rule 3 based on the circumstances. If the Board determines that the evidence presented at the validity hearing demonstrates that the application is complete, or that a valid exception to Rule 3 exists based on the circumstances, the Board will declare the application complete and the application will be scheduled for a hearing on the merits of the appeal at a future date. The Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code. If the Board determines that the Clerk's determination was correct and the application was not complete, the Board will deny the application as incomplete and the case will be closed. A denial based on an incomplete application shall be considered a final determination by the Board.

B. **JURISDICTIONAL HEARING.** The Board does not have jurisdiction to hear an appeal filed after the deadlines established by the Revenue and Taxation Code. When any application is received by mail or personal delivery on a date that is after that application's applicable filing deadline, the Clerk shall promptly notify the applicant or applicant's agent of the untimely filing status. The Clerk's notice shall contain an explanation of the untimely filing, a notice of the availability of a jurisdictional hearing before the Board, and a warning that unless a request for a jurisdictional hearing is made within 14 days from the date of the Clerk's notice, the application will be deemed invalid. If, within 14 days from the notice of the Clerk, the applicant presents

evidence to the Clerk relating to the timeliness of the application and requests a jurisdictional hearing, the Clerk shall schedule a jurisdictional hearing on the timeliness of the application and will provide the applicant and the Assessor with notice of the date and time for the jurisdictional hearing. If the Board determines that the evidence presented at the jurisdictional hearing demonstrates that the application was filed within the appropriate time requirements, the Board will declare the application timely filed and the application will be scheduled for a hearing on the merits of the appeal at a future date. The Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code. If the Board determines that the application was not filed within the appropriate time requirements, the Board will deny the application for lack of jurisdiction to hear the application on the merits and the case will be closed. A denial based on an untimely application shall be considered a final determination by the Board.

Rule No. 4. EXCHANGE OF INFORMATION.

Authority: Government Code Section 15606(c).
Reference: Revenue and Taxation Code Sections 408, 441, 1606, 1609.4.

A. **REQUEST FOR INFORMATION BY ASSESSOR.** At any time, the Assessor may request information or records regarding a property or any other personal property located on the property, pursuant to Section 441 of the Revenue and Taxation Code. If a taxpayer fails to provide information to the Assessor in accordance with this Rule and introduces any of the requested materials or information at any hearing before the Board, the assessor may request and shall be granted a continueance for a reasonable period of time. The continuance shall extend the two-year period specified in subdivision (c) of Section 1604 of the Revenue and Taxation Code for a period of time equal to the period of the continuance.

B. **REQUEST FOR INFORMATION BY ASSESSEE.** At any time, an assessee, or the assessee's authorized agent, may request to inspect or copy any market data in the Assessor's possession, pursuant to Section 408 of the Revenue and Taxation Code. If the Assessor fails to permit the inspection for copying of materials or information as requested pursuant to this Rule and the Assessor introduces any requested materials or information at any hearing befor the Board, the assesse or authorized agent may request and shall be granted a continueance for a reasonable period of time. The continuance shall extend the two-year period specified in subdivision (c) of Section 1604 of the Revenue and Taxation Code for a period of time equal to the period of the continuance.

C. **FORMAL REQUEST FOR EXCHANGE OF INFORMATION.**

(1) When the assessed value of the property involved, before deduction of any exemption accorded the property, is $100,000 or less, the applicant may file a written request for an exchange of information with the assessor. When the assessed value before deduction of any exemption exceeds $100,000, either the applicant or the assessor may request such an exchange of information with the assessor. The request may be filed with the Clerk at the time an application for hearing is filed or may be submitted to the other party and the Clerk at any time prior to 30 days before the commencement of the hearing. For purposes of determining the date upon which

the exchange was deemed initiated, the date of postmark as affixed by the United States Postal Service, or the date certified by a bona fide courier services on the envelope or package containing the information shall control. The Clerk shall, at the earliest opportunity, forward any request filed with the application or a copy thereof to the other party. The request shall contain the basis of the requesting party's opinion of value for each valuation date at issue and the following data:

(a) COMPARABLE SALES DATA. If the opinion of value is to be supported with evidence of comparable sales, the properties sold shall be described by the assessor's parcel number, street address or legal description sufficient to identify them. With regard to each property sold there shall be presented the approximate date of sale, the price paid, the terms of sale (if known), and the zoning of the property.

(b) INCOME DATA. If the opinion of value is to be supported with evidence based on an income study, there shall be presented: the gross income, the allowable expenses, the capitalization method (direct capitalization or discounted cash flow analysis), and rate or rates employed.

(c) COST DATA. If the opinion of value is to be supported with evidence of replacement cost, there shall be presented:

(i) With regard to improvements to real property: the date of construction, type of construction, and replacement cost of construction.

(ii) With regard to machinery and equipment: the date of installation, replacement cost, and any history of extraordinary use.

(iii) With regard to both improvement and machinery and equipment: facts relating to depreciation, including any functional or economic obsolescence, and remaining economic life.

The information exchanged shall provide reasonable notice to the other party concerning the subject matter of the evidence or testimony to be presented at the hearing. There is no requirement that the details of the evidence or testimony to be introduced must be exchanged.

(2) If the party requesting an exchange of data under this subsection has submitted the data required therein within the specified time, the other party shall submit a response to the initiating party at least 15 days prior to the hearing. The response shall be supported with the same type of data required of the requesting party. When the Assessor is the respondent, the Assessor shall submit the response to the address shown on the application or on the request for exchange of information, whichever is filed later. The initiating party and the other party shall provide adequate methods of submission to ensure to the best of their ability that the exchange of information process is completed at least 10 days prior to the hearing.

(3) Whenever information has been exchanged pursuant to this Rule, the parties may introduce evidence only on matters pertaining to the information so exchanged unless the other party consents to introduction of other evidence. However, at the hearing, each party may

introduce new material relating to the information received from the other party. If a party introduces such new material at the hearing, the other party, upon request, shall be granted a continuance for a reasonable period of time subject to Rule No. 23 and/or State Property Tax Rule No. 323's tolling requirements.

(4) If one party initiates a request for information and the other party does not comply within the time specified in subsection (C)(2), the Board may grant a postponement for a reasonable period of time. The postponement shall extend the time for responding to the request. If the Board finds willful noncompliance on the part of the noncomplying party, the hearing will be convened as originally scheduled and the noncomplying party may comment on evidence presented by the other party but shall not be permitted to introduce other evidence unless the other party consents to such introduction.

Rule No. 5. PREHEARING CONFERENCE.

Reference: California Constitution Article XIII, Section 16.
Revenue and Taxation Code Section 1601 et seq.

A. A prehearing or status conference may be set by the Clerk at the request of the applicant or the applicant's agent, the Assessor, or at the direction of the Board. The purpose of a prehearing or status conference is to resolve issues such as, but not limited to, clarifying and defining the issues, determining the status of exchange of information requests, stipulating to matters on which agreement has been reached, combining applications into a single hearing, bifurcating the hearing issues, and scheduling a date for the Board to consider evidence on the merits of the application.

B. The Clerk shall set the matter for a prehearing or status conference upon the request of either party and shall notify the applicant or the applicant's agent and the Assessor of the time and date of the conference. Notice of the time, date, and place of the conference shall be given not less than 30 days prior to the conference, unless the Assessor and the applicant stipulate in writing to a shorter notice period.

Rule No. 6. APPLICATION FOR EQUALIZATION UNDER REVENUE AND TAXATION CODE SECTION 469.

Reference: Government Code Section 15606(c).
Revenue and Taxation Code Sections 23, 408, 469, 531, 531.8, 533, 534, 1603 and 1605.

A. **GENERAL**. In addition to any rights of appeal of escape or supplemental assessments as described in Rule No. 3 and/or State Property Tax Rule No. 305(D)(3) of the section, if the result of an audit discloses property subject to an escape assessment for any year covered by the audit, then, pursuant to section 1605 of the Revenue and Taxation Code, an application may be filed for review, equalization, and adjustment of the original assessment of all property of the applicant at the location of the profession, trade, or business for that year. An application may not be filed for any property that has previously been equalized for the year in question.

B. **DEFINITIONS**. For purposes of subsection (A) of this Rule:

(1) "Audit" means any audit of the books and records of a taxpayer engaged in a profession, trade, or business who owns, claims, possesses, or controls locally assessable business tangible personal property and trade fixtures within the county.

(2) "Property subject to an escape assessment" means any individual item of the applicant's property that was under assessed or not assessed at all when the assessor made the original assessment of the applicant's property, and which has not been previously equalized by an appeals board, regardless of whether the assessor actually makes or enrolls an escape assessment. Property is subject to an escape assessment even if the audit discloses an overassessment of another portion of an item of the property, and the amount of the underassessment could be offset completely by the amount of overassessment. If the audit discloses that any property was subject to an escape assessment, the assessor shall include that fact as a finding presented to the taxpayer as required by State Property Tax Rule No. 191. If no such finding is made by the assessor, the taxpayer may file an application and present evidence to the Board of the existence and disclosure of property subject to escape assessment. For purposes of this Rule only, "material value" means value of no less than one percent of the audited value of the taxpayer's trade fixtures and tangible personal property for the year under audit. If the Board determines that property subject to escape assessment was disclosed as a result of an audit, the Board shall permit the taxpayer's section 469 appeal.

(3) "Result of an audit" means the final conclusions reached by the assessor during the audit process as described in State Property Tax Rule No. 191.

(4) "Original assessment" means the assessment and any subsequent roll corrections or roll changes prior to the date of the commencement of the audit for the roll year for which the result of the audit discloses property subject to an escape assessment.

(5) "All property of the applicant" means any property, real or personal, assessed to the applicant, or the applicant's statutory or legal predecessor in interest, at the location of the profession, trade, or business for the year of the audit.

(6) "Location of the profession, trade, or business" means a site, as determined by the Board, where the property subject to the escape assessment in located. Site includes all property within the same appraisal unit as the property that is subject to escape assessment. Site also includes other property not within the same appraisal unit as the property that is subject to escape assessment, when the other property and the property that escaped assessment function as part of the same economic unit of profession, trade, or business. A "location of the profession, trade, or business" may include multiple parcels of real property, noncontiguous parcels, parcels with separate addresses, and parcels in separate revenue districts within the county.

(7) "Property that has been previously equalized for the year in question" means that the Board has previously made a final determination of full value for that item, category, or class of property that was the subject of an assessment appeals hearing or was the subject of a stipulated agreement approved by the Board. An item, category, or class of property, or portion thereof,

shall be deemed to have been the subject of a hearing or of a stipulated agreement only to the extent the Board's decision or the stipulated agreement specifically identify the value of such item, category, or class, or portion thereof, as having been contested and resolved at hearing or as having been agreed to by the parties in stipulation.

C. **NOTICE OF AUDIT RESULTS**. Upon completion of an audit of the applicant's books and records, the assessor shall notify the applicant in writing of the results of the audit as defined in subsection (B)(3) of this Rule for all property, locations, and years that were the subject of the audit. At the request of the applicant, the assessor shall permit the applicant or designated representative to inspect or copy any information, documents, or records relating to the audit in accordance with the provisions of Revenue and Taxation Code section 408.

D. **NOTICE FOR FILING AN APPLICATION**. An application shall be filed with the Clerk no later than 60 days after the date of mailing of the notice of audit results. The notice shall be mailed to the applicant by regular United States mail directed to the applicant at the applicant's latest address known to the assessor, unless, prior to the mailing of the notice, the assessor is notified in writing by the applicant of a change in address. The notice for purposes of filing an application shall be one of the following, depending upon the conclusion(s) of the audit:

(1) The notice of escape assessment pursuant to Revenue and Taxation Code section 534 shall serve as the notice.

(2) Where the assessor does not enroll an escape assessment resulting from the audit or when the escape assessment is enrolled but offset pursuant to Revenue and Taxation Code section 533, the assessor's written notification of the audit results for the property, locations, and each year that were the subject of the audit as described in subsection (C) of this Rule shall be the notice. The notice of audit results showing property subject to escape assessment for each year shall indicate that it is the notice of the applicant's right to file an application.

E. **EXAMPLES**. The following examples are illustrative of the foregoing criteria. Examples 1 and 2 concern “who may file” an application on the applicant's property. Examples 3, 4, and 5 clarify the “location” of the profession, trade, or business.

> EXAMPLE 1. Taxpayer ABC owns and is assessed for land, a building, and business property. ABC leases the entire business to XYZ. The county assessor conducts an audit of ABC and the result of the audit discloses property subject to an escape assessment. ABC, as the applicant, can file an application for equalization for all property, real and personal, where the property subject to the escape assessment is located. In addition, XYZ may file an application for equalization of ABC's property if XYZ qualifies as a person affected pursuant to Rule No. 2 and/or State Property Tax Rule 302.
>
> EXAMPLE 2: Taxpayer ABC owns and is assessed for land and a building. ABC leases the land and building to XYZ. XYZ operates a business in ABC's building and is assessed for business tangible personal property and trade fixtures. The county assessor conducts an audit of XYZ, and the result of the audit discloses property subject to an escape assessment. XYZ, as the applicant, can file an application for equalization on his

personal property and trade fixtures only. XYZ cannot file an application on ABC's land and building as this is not property of the applicant. In addition, since ABC is not a person affected pursuant to Rule No. 2 and/or State Property Tax Rule 302, he cannot file an application on either ABC's land and building or XYZ's personal property and fixtures.

EXAMPLE 3: An applicant conducts a profession, trade, or business on a campus-like setting that is composed of three separate buildings. Each building has its own address and assessor's parcel number and is owned and operated by the same applicant. If an audit discloses any property subject to an escape assessment, then all property of the applicant on the campus is eligible for equalization if the Board determines that it functions and is operated as one economic unit of profession, trade, or business.

EXAMPLE 4. An applicant operates five grocery stores in a county. Although the stores are owned and operated by one applicant, carry the same type of merchandise, and share in common advertising, each store operates independently. If property subject to an escape assessment is discovered only at one store, the property at that store's location is subject to equalization following an audit. The other four stores are not considered property at the site of the profession, trade, or business where the escape assessment occurred, as they operate independently as separate economic units.

EXAMPLE 5: An applicant owns and operates a department store with a parking garage on an adjacent parcel. The parcel that houses the parking garage has no personal property or fixtures located on it. If an audit discloses personal property subject to an escape assessment for the department store, the parking garage would also be eligible for equalization if the Board determines that the parcels with the garage and the store are part of the same appraisal unit or economic unit of the profession, trade, or business.

F. **JURISDICTION OF THE BOARD**. Nothing in this Rule shall be interpreted to limit or enlarge a Board's jurisdiction under specific statutory provisions or other Rules of this section.

Rule No. 7. BASE YEAR VALUE PRESUMPTION.

Reference: Revenue and Taxation Code Sections 80, 81, 110.1, 1603, 1605.

A. The Board decision that the full cash value, as defined in section 110 of the Revenue and Taxation Code, is lower than the adjusted base year value (the base year value adjusted to reflect inflation as prescribed by section 110.1, subdivision (f), of the Revenue and Taxation Code) will not establish a new base year value, unless the base year value is the subject of the appeal.

B. The full cash value determined for property that is purchased, is newly constructed, or changes ownership after the 1975 lien date, shall be conclusively presumed to be the base year value, unless an application for equalization is filed:

(1) Within the time period specified in section 1605 of the Revenue and Taxation Code following a determination of new construction or change in ownership;

(2) During the regular equalization period provided for in section 1603 of the Revenue and Taxation Code for the year in which the assessment is placed on the assessment roll, or is filed during the regular equalization period in any of the three succeeding years. Any determination of full cash value by the Board, or by a court of law resulting from such filing shall be conclusively presumed to be the base year value beginning with the lien date of the assessment year in which the appeal is filed; or

(3) At any time after the time period specified in (1) or (2) if the applicant claims that an erroneous change in ownership determination occurred.

C. Any base year value determined pursuant to section 51.5 of the Revenue and Taxation Code shall be conclusively presumed to be the base year value unless an application is filed during the regular equalization period in the year in which the error was corrected or during the regular equalization period in any of the three succeeding years. Once an application is filed, the base year value determined pursuant to that application shall be conclusively presumed to be the base year value for that assessment event.

D. An application for equalization made pursuant to sections 1603 or 1605 of the Revenue and Taxation Code, when determined, shall be conclusively presumed to be the base year value for that assessment event.

Rule No. 8. COPY OF APPLICATION, AMENDMENT, AND CORRECTION TO ASSESSOR.

Authority: Government Code Section 15606.
Reference: Revenue and Taxation Code Sections 1603, 1606.

The Clerk shall transmit to the assessor a copy of each application for a change in assessment and each written request for amendment or correction that is received. A reasonable time shall be allowed before the hearing for the assessor to obtain information relative to the property and the assessment thereof.

Rule No. 9. NOTICE OF HEARING.

Reference: Revenue and Taxation Code Sections 50, 51, 1601, 1603, 1606, 1610.8, 1620.

A. After the filing of an application for reduction of an assessment, the Clerk shall set the matter for hearing and notify the applicant or the applicant's agent in writing by personal delivery or by depositing the notice in the United States mail directed to the address given in the application. If requested by the assessor or the applicant, the Clerk may electronically transmit the notice to the requesting party. The notice shall designate the time and place of the hearing. It shall also include a statement that the Board is required to find the full value of the property from the evidence presented at the hearing and that the Board can raise, under certain circumstances, as well as lower or confirm the assessment being appealed. The notice shall include a statement that an application for a reduction in the assessment of a portion of an improved real property (e.g., land only or improvements only) or a portion of installations which are partly real property and partly personal property (e.g., only the improvement portion or only the personal property portion

of machinery and equipment) may result in a reassessment of all property of the applicant at the site which may result in an increase in the unprotested assessment of the other portion or portions of the property, which increase will offset, in whole or in part, any reduction in the protested assessment.

B. The notice shall be given no less than forty-five days prior to the hearing unless a shorter notice period has been stipulated to by the assessor and the applicant or the applicant's agent pursuant, to section 1605.6 of the Revenue and Taxation Code.

C. The Clerk shall notify the assessor of the time and place of the hearing.

D. When proposing to raise an assessment on its own motion without an application for reduction pending before it, the Board shall give notice of the hearing in the manner provided below not less than 20 days prior to the hearing unless 1) notice is waived by the applicant or the applicant's agent in writing in advance of the hearing; 2) notice is waived orally at the time of the hearing; or 3) a shorter notice period is stipulated to by the assessor and applicant or the applicant's agent. The notice shall be given to the applicant as shown on the latest assessment roll by depositing the notice in the United States mail directed to the applicant at the latest address of the applicant available to the assessor on file in the records in the assessor's office. It shall contain:

(1) A statement that a hearing will be held before the Board to determine whether or not the assessment shall be raised;

(2) The time and place of the hearing;

(3) The assessor's parcel number or numbers of the property as shown on the local roll;

(4) A statement that the Board is required to find the full value of the property from the evidence presented at the hearing;

(5) The amount by which it is proposed to raise the assessment.

Rule No. 10. WITHDRAWAL.

All withdrawals must be submitted in writing by completing an Assessment Appeal Withdrawal form (BOE-305-WD REV. 01 (09-10)) and is final upon approval of the Board. The Board may, for good cause, allow a withdrawal to be rescinded.

Rule No. 11. REQUEST FOR FINDINGS.

Reference: Revenue and Taxation Code Sections 1603, 1611.5, 1611.6.

A. If an applicant or the assessor desires written findings of fact, the request must be in writing and submitted to the Clerk before commencement of the hearing. The requesting party may abandon the request and waive findings at the conclusion of the hearing. If the requesting party abandons the request at this time, the other party may orally or in writing renew the request

at the conclusion of the hearing and accompany the request with payment of the required fee or deposit. The County Board of Supervisors has imposed a reasonable fee to cover the expense of preparing the findings and conclusions. If, at the conclusion of the hearing, a party requesting written findings has failed to pay the required fee, the Board need not prepare written findings. The Board may deny a request made after the conclusion of the hearing that seeks to waive written findings.

Under County Resolution 2006-62 the party must pay a deposit for written findings of fact in the amount of a $150.00 for residential properties or undeveloped land and $250 for commercial, industrial or developed agricultural properties, including agricultural-zoned parcels containing commercial or industrial uses, including wineries. The deposit is refundable only if the request for preparation of written findings has been withdrawn prior to the close of the hearing on the assessment appeal. In addition, the party requesting written findings must pay the costs incurred by the County legal advisor in preparing the findings. The deposit must be paid before the matter is submitted for decision. Any additional amount will be billed by the County and must be paid prior to the transmittal of the findings and conclusions to any party.

B. The written findings of fact shall fairly disclose the Board's findings on all material points raised in the application and at the hearing. The findings shall also include a statement of the methods of valuation used in determining the full value of the property. The Board shall provide findings within 45 days after the final determination of the Board is entered into the record pursuant to Rule 25 and/or State Property Tax Rule No. 325, unless a longer period of time is agreed between the parties, and shall accompany them with a notice that a request for a transcript of the hearing must be made within 60 days after the final determination.

C. If the Board fails to make findings upon request, or if findings made are found by a reviewing court to be so deficient that a remand to the Board is ordered to secure reasonable compliance with the elements of findings required by section 1611.5 of the Revenue and Taxation Code, the action of the Board shall be deemed to be arbitrary and capricious within the meaning of section 800 of the Government Code, so as to support an allowance of reasonable attorney's fees against the county for the services necessary to obtain proper findings. The dollar limitation set forth in section 800 of the Government Code shall not apply to an allowance of attorney's fees pursuant to this section.

Rule No. 12. CONFLICT OF INTEREST.

A. Section 1624.2 of the Revenue and Taxation Code provides that “no member of an assessment appeals board shall knowingly participate in any assessment appeal proceeding wherein the member has an interest in either the subject matter of or a party to the proceeding of such nature that it could reasonably be expected to influence the impartiality of his judgment in the proceeding.” A violation of this section establishes cause for removal under section 1625 of the Revenue and Taxation Code, which allows a board of supervisors to remove any member of a Board for cause.

B. Each Board member is subject to Chapter 7, Article 1 of the Political Reform Act (Gov. Code §§ 87100 et seq.) which prohibits a member from making or attempting to influence a governmental decision in which the member has a financial interest. Board members shall disqualify themselves promptly upon becoming aware of any potential violation of these provisions.

C. Board members may disqualify themselves from any matter pending before the Board for any reason which the members deem to constitute good cause. The reason shall be stated on the record.

When findings are requested on an application which involves both value issues (heard by the Board) and change-in-ownership or new construction issues, i.e. legal issues, findings are completed after a final determination is made on the legal issues and valuation issues respectively.

Rule No. 13. APPLICATION FOR EQUALIZATION BY MEMBER.
Reference: Revenue and Taxation Code Section 1622.6.

An application for equalization filed pursuant to sections 1603 or 1605 of the Revenue and Taxation Code by a member of the Board shall be heard by a neighboring jurisdiction.

Rule No. 14. HEARING.
Reference: Revenue and Taxation Code Sections 441, 1603, 1604, 1606, 1624.4, 1641.1, 1641.2.

A. The Board meets regularly on the first Thursday of each month. The Board may modify this schedule to accommodate holidays or the nature and duration of scheduled hearings. The Board will continue to sit from time to time until the business of assessment appeals is completed. At its first meeting after each January 1, the Board will adopt a schedule for the calendar year if regular meeting dates need modification for the holidays.

(1) Regular meetings begin at 9:00 A.M. in Room 305, Third Floor at the County Administrative Building, 1195 Third Street, Napa, California, unless alternate times and locations are determined by the Board. Nothing herein requires the Board to conduct hearings prior to the final day for filing applications. Special meetings of the Board may be called as deemed necessary, provided there is adequate time for notification of all parties and the public. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

B. A hearing must be held and a final determination made on the application within two years of the timely filing of an application for reduction in assessment submitted pursuant to subdivision (a) of section 1603 of the Revenue and Taxation Code, unless the applicant or the applicant's agent and the Board mutually agree in writing or on the record to an extension of time.

C. If the hearing is not held and a determination is not made within the time specified in subsection (B) of this Rule, the applicant's opinion of value stated in the application shall be

conclusively determined by the Board to be the basis upon which property taxes are to be levied, except when:

(1) The applicant has not filed a timely and complete application; or,

(2) The applicant has not submitted a full and complete property statement as required by law with respect to the property which is the subject of the application; or,

(3) The applicant has not complied fully with a request for the exchange of information under Rule No. 4 and/or State Property Tax Rule No. 305.1 or with the provisions of subdivision (d) of section 441 of the Revenue and Taxation Code; or

(4) Controlling litigation is pending. "Controlling litigation" is litigation which is:

(i) pending in a state or federal court whose jurisdiction includes the county in which the application is filed; and

(ii) directly related to an issue involved in the application, the court resolution of which would control the resolution of such issue at the hearing; or,

(5) The applicant has initiated proceedings to disqualify a Board member pursuant to Revenue and Taxation Code section 1624.4 within 90 days of the expiration of the two-year period required by Revenue and Taxation Code section 1604.

D. For applications involving base year value appeals that have not been heard and decided by the end of the two-year period provided in section 1604 of the Revenue and Taxation Code and where the two-year period has not been extended pursuant to subsections (B) or (C) of this Rule, the applicant's opinion of value will be entered on the assessment roll for the tax year or years covered by the pending application, and will remain on the roll until the fiscal year in which the Board makes a final determination on the application. No increased or escape taxes other than those required by a change in ownership or new construction, or resulting from application of the inflation factor to the applicant's opinion of value shall be levied for the tax years during which the Board fails to act.

For applications appealing decline in value and personal property assessments that have not been heard and decided by the end of the two-year period provided in section 1604, the applicant's opinion of value will be enrolled on the assessment roll for the tax year or years covered by the pending application.

E. If the applicant has initiated proceedings pursuant to subsection (C)(5) of this Rule, the two-year time period described in subsection (B) shall be extended 90 days.

F. The applicant shall not be denied a timely hearing and determination pursuant to subsection (B) of this Rule, by reason of any of the exceptions enumerated in subsection (C) herein, unless, within two years of the date of the application, the Board, or the Clerk at the direction of the Board, gives the applicant and/or the applicant's agent written notice of such denial. The notice shall indicate the basis for the denial and inform the applicant of its right to protest the denial. If requested by the applicant or the applicant's agent, the Clerk shall schedule a

hearing on the validity of the application and shall so notify the applicant, the applicant's agent, and the assessor.

G. When a hearing is postponed or not scheduled because controlling litigation is pending, the notice to the applicant shall identify the controlling litigation by the name of the case, the court number or the docket number of the case, and the court in which the litigation is pending. If a hearing is postponed because controlling litigation is pending, the hearing must be held and a final determination made within a period of two years after the application is filed, excluding the period of time between the notice of pending litigation and the date that the litigation becomes final.

Rule No. 15. SELECTION OF BOARD CHAIR AND PANEL, QUORUM AND VOTE REQUIRED.

Reference Revenue and Taxation Code Sections 1601, 1620, 1622.1, 1622.5, 1622.6.

A. The Chair of the Board shall be the member of the Board appointed by the supervisor serving as Chair of the Board of Supervisors. The Chair shall preside over meetings and hearings and shall exercise such control over the hearings as is reasonable and necessary and shall make all rulings regarding procedural matters and regarding the admission or exclusion of evidence. Except where not legally applicable to the Board in determining and exercising the Functions and Jurisdiction under Rule 2, motions shall be conducted in accordance with the Roberts Rules of Order, Ninth Edition. The Chair may consult with the Board Counsel at any time.

In addition to all powers and duties expressed or implied by law, the Chair will: (1) have general direction of the meeting room and assign seats for use by members; (2) preserve order and decorum; prevent demonstrations; (3) assure that attendance of the public at meetings is limited to that number which can be accommodated by the seating facilities regularly maintained therein, and ask standees to leave when room capacity exceeds that number set by the Fire Marshal; (4) recess the meeting if deemed necessary due to disturbance; (5) remove from the meeting room any person who commits: disorderly, contemptuous or insolent behavior toward the Board or any member of the public or staff, tending to interrupt the due and orderly course of the meeting; a breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of the meeting; disobedience of any lawful order of the Chair which including an order to be seated or to refrain from addressing the Board; or any other unlawful interference with the due and orderly course of the meeting; and (6) prohibit or permit the distribution of literature, of whatever nature or kind, in the meeting room.

In the Chair's absence, provided a quorum is present, a Chair pro tem shall be elected to preside over the meeting and will have all the powers and duties of the Chair.

B. A panel of three members of the Board shall attend each meeting of the Board. The panel shall consist of the Chair and two other members selected by the Clerk. The remaining two members of the Board shall attend each meeting as an alternate member. If a member of the panel cannot attend a meeting, or is disqualified due to a conflict of interest described under Rule 12, herein, an alternate shall act in the absent or disqualified member's place.

C. A quorum of the Board shall consist of a majority of the three-member panel selected by the Clerk for a meeting. No hearing before the Board shall be held unless a quorum is present. Except as otherwise provided, no decision, determination or order shall be made by the Board by less than a majority vote of all the members of the panel, excluding alternates, who have been in attendance throughout the hearing, unless the parties stipulate to the rehabilitation of a member under section E of this Rule. If a member of the panel is absent from the deliberations, an alternate who was in attendance throughout the hearing shall act in the absent member's place.

D. If either party so demands, a hearing must be held before a full, three-member panel. In the event that only a quorum is present and the applicant demands a hearing before the full panel, the Board may request that the applicant extend the two-year period provided in section 1604 of the Revenue and Taxation Code if the demand precludes the matter from being heard and decided before the expiration of the two-year period. If the applicant does not extend the two-year period as requested, the Board may deny the applicant's demand for a hearing before a full panel.

E. If a hearing takes place before a panel consisting of an even number of members and they are unable to reach a majority decision, the application shall be reheard before the full three-member panel. In any case wherein the hearing takes place before less than the full three-member panel, the parties may stipulate that the absent member may read or otherwise become familiar with the record and participate in the vote on the decision.

Rule No. 16. HEARINGS RECORDED.
Reference: Revenue and Taxation Code Section 1611.

A. All hearings of the Board shall be recorded or reported, or videotaped subject to the conditions set forth in Code of Civil Procedure section 2025, subsection (l)(2).

B. Any person may purchase a copy of the recording of that portion of a hearing that is open to the public upon payment of a reasonable fee, provided the request to purchase has been made within 60 days after the final determination of the Board.

C. The County does not regularly provide a stenographic reporter. The applicant, at the applicant's own expense, may have the hearing reported by a stenographer.

D. All Board proceedings will be recorded. Unless all parties and the Clerk agree otherwise, any transcript of a proceeding must be prepared and paid for by the party requesting it, based on a copy of the Clerk's official recording made by the party. The party must provide a copy of the transcript to the Clerk as soon as it is completed. Any party which believes the transcript contains trade secret materials, or is otherwise exempt from disclosure under the California Public Records Act (Gov. Code, § 6250 et seq.), bears the burden of demonstrating facts sufficient to support the claimed exemption(s). The party will also be required to agree in writing to defend and hold the County harmless if the County denies a public records request on the basis of the party's asserted exemption(s) and the legal action is initiated against the County.

Rule No. 17. HEARING PROCEDURE.

Reference: California Constitution Article XIII A.
Revenue and Taxation Code Sections 110, 167, 1605.4, 1607, 1609, 1609.4, 1637.
Evidence Code Section 664.

A. Hearings on applications shall proceed as follows:

(1) The Chair or the Clerk shall announce the number of the application and the name of the applicant. The chair shall then determine if the applicant or the applicant's agent is present. If neither is present, the chair shall ascertain whether the Clerk has notified the applicant of the time and place of the hearing. If the notice has been given and neither the applicant nor the applicant's agent is present, the application shall be denied for lack of appearance, or, for good cause of which the Board is timely informed prior to the hearing date, the Board may postpone the hearing. If the notice has not been given, the hearing shall be postponed to a later date and the Clerk directed to give proper notice thereof to the applicant. The denial of an application for lack of appearance by the applicant, or the applicant's agent, is not a decision on the merits of the application and is not subject to the provisions of Rule No. 26 and/or State Property Tax Rule No. 326. The Board has adopted a procedure which authorizes reconsideration of the denial where the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period set by the Board. Applicants who fail to request reconsideration within the period set, or whose requests for reconsideration are denied, may refile an appeal of the base year value during the next regular filing period in accordance with Revenue and Taxation Code section 80 so long as the refile is made within three years of the establishment of the base year value pursuant to section 80.

(2) If the applicant or the applicant's agent is present, the Chair or the Clerk shall announce the nature of the application, the assessed value as it appears on the local roll and the applicant's opinion of the value of the property. The Clerk shall administer the oath to both parties. The chair may request that either or both parties briefly describe the subject property, the issues the Board will be requested to determine, and any agreements or stipulations agreed to by the parties.

(3) The Board shall require the applicant or the applicant's agent to present its evidence first, and then the Board shall determine whether the applicant has presented proper evidence supporting its position. This is sometimes referred to as the burden of production. In the event the applicant has met the burden of production, the Board shall then require the assessor to present its evidence. The Board shall not require the applicant to present evidence first when the hearing involves:

(a) A penalty portion of an assessment. Any request for reconsideration of a denial for lack of appearance must be filed within 30 days from the date of mailing of the notification of denial.

(b) The assessment of an owner-occupied single-family dwelling or the appeal of an escape assessment, and the applicant has filed an application that provides all of the

information required in Rule No. 3 and/or State Property Tax Rule No. 305(C) and has supplied all information as required by law to the assessor: In those instances, the chair shall require the assessor to present its case to the Board first. With respect to escape assessments, the presumption in favor of the applicant provided in Rule No. 21 and/or State Property Tax Rule No. 321(D) does not apply to appeals resulting from situations where an applicant failed to file a change in ownership statement, a business property statement, or to obtain a permit for new construction.

(c) A change in ownership and the assessor has not enrolled the purchase price, and the applicant has provided the change of ownership statement required by law. The assessor bears the burden of proving by a preponderance of the evidence that the purchase price, whether paid in money or otherwise, is not the full cash value of the property.

B. All testimony shall be taken under oath or affirmation.

C. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. The Board may act only upon the basis of proper evidence admitted into the record. Board members may not act or decide an application based upon consideration of prior knowledge of the subject property, information presented outside of the hearing, or personal research. A full and fair hearing shall be accorded the application. There shall be reasonable opportunity for the presentation of evidence, for cross-examination of all witnesses and materials proffered as evidence, for argument and for rebuttal. The party having the burden of proof shall have the right to open and close the argument.

D. When the assessor requests the Board find a higher assessed value than the assessor placed on the roll and offers evidence to support the higher value, the chair shall determine whether or not the assessor gave notice in writing to the applicant or the applicant's agent by personal delivery or by deposit in the United States mail directed to the address given on the application. If notice and a copy of the evidence offered has been supplied at least 10 days prior to the hearing, the assessor may introduce such evidence at the hearing. When the assessor proposes to introduce evidence to support a higher assessed value than the value on the roll, the assessor no longer has the presumption accorded in Rule No. 21 and/or State Property Tax Rule No. 321(A) and the assessor shall present evidence first at the hearing, unless the applicant has failed to supply all the information required by law to the assessor. The foregoing notice requirement shall not prohibit the Board from a finding of a higher assessed value when it has not been requested by the assessor.

E. After an application for changed assessment has been filed, no Board member will discuss the application with proponents, opponents, or other interested parties, except in the course of and during the public hearing and authorized private deliberations thereon. Case information provided to the Clerk must not be provided to Board members in advance of the scheduled hearing date because of the possibility that such information may change or not be admitted in evidence, with the exception of any motions or pre-hearing briefs filed by either party. No member, however, is prohibited from discussing a pending matter with the Clerk or the County legal advisor. The

parties should provide nine (9) copies of all admissible evidence to the Clerk of the Board of Equalization at the time of the hearing.

For the purpose of these policies and procedures, the applicant shall be deemed to have received any notice which the Assessor put into the United States mail first class postage prepaid.

F. Hearings by the Board shall be open, accessible, and audible to the public except that:

(1) Upon conclusion of the evidentiary portion of the hearing, the Board may take the matter under submission and deliberate in private in reaching a decision, and

(2) The Board may grant a request by the applicant or the assessor to close to the public a portion of the hearing relating to trade secrets. For purposes of this Rule, a "trade secret" is that information defined by section 3426.1 of the Civil Code. Such a request may be made by filing with the Clerk a declaration under penalty of perjury that evidence is to be presented by the assessor or the applicant that relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets. The declaration shall state the estimated time it will take to present the evidence. Only evidence relating to the trade secrets may be presented during the time the hearing is closed, and such evidence shall be confidential unless otherwise agreed by the party to whom it relates.

Rule No. 18. LEGAL COUNSEL FOR APPLICANT AND ASSESSOR.
Reference: Revenue and Taxation Code Sections 1620 et seq., 1638.

The applicant and the assessor may be represented by legal counsel. If the applicant or agent will use legal counsel, reasonable advance notice must be given so that the Assessor's legal counsel may attend.

Rule No. 19. EXAMINATION OF APPLICANT BY BOARD.
Reference: Revenue and Taxation Code Sections 1605.5, 1607, 1608, 1620 et seq.

A. Except as hereinafter provided, no reduction of an assessment or change in ownership or new construction determination shall be made unless the Board examines, on oath, the applicant or the applicant's agent concerning the value of the property and/or the facts upon which the change in ownership or new construction determination is based, and the applicant or the applicant's agent attends and answers all questions pertinent to the inquiry.

B. In the event there is filed with the Board a written stipulation, signed by the assessor and county legal advisor on behalf of the county and by the person affected or the authorized agent making the application, as to the full value and assessed value of the property and/or a determination regarding a change in ownership or new construction, which stipulation sets forth the facts upon which the agreed upon value is premised, the Board may, at a public hearing,

(1) accept the stipulation, waive the appearance of the person affected or the agent and change the assessed value in accordance with section 1610.8 of the Revenue and Taxation Code, or,

(2) reject the stipulation or set or reset the application for reduction for hearing.

C. Generally the Board does not require the presence of the applicant or agent when it considers written stipulations. The Board may defer its decision on a proposed stipulation when it desires further information or clarification which is not immediately available from the Assessor at the hearing.

D. The Board may, in its discretion, waive the examination of the applicant or the applicant's agent if the Board and the assessor are satisfied that the issues raised by the application and the facts pertaining thereto have been fully considered by the Board in previous years or fully presented in the application, and if the applicant or the applicant's agent requests such waiver in the application. The Board shall consult with the assessor and shall act promptly on any request for waiver and give written notice of its decision no less than 30 days before commencement of the hearing on the application. If the Board waives the examination of the applicant or the applicant's agent, it shall decide the case on the merits of the application and on the basis of any evidence properly produced at the hearing by the assessor.

Rule No. 20. PERSONAL APPEARANCE BY APPLICANT; APPEARANCE BY AGENT.
Reference: Revenue and Taxation Code Sections 1601, 1607, 1608.

A. The applicant must appear personally at the hearing or be represented by an agent, unless the applicant's appearance has been waived by the Board in accordance with Rule No. 19 and/or State Property Tax Rule No. 316. If the applicant is represented by an agent, the agent shall be thoroughly familiar with the facts pertaining to the matter before the Board

B. (1) If the application was filed by the applicant, any person who appears at the hearing (except a California licensed attorney retained by the applicant or a person mentioned in subsections (C), (D) or (E)) purporting to act as agent for the applicant shall first file with the clerk a written authorization signed by the applicant to represent the applicant at the hearing.

(2) If at the hearing the applicant is represented by a person other than the person who was originally authorized by the applicant to appear at the hearing, that person shall present to the Board a written authorization signed by the applicant indicating the applicant’s consent to the change in representation.

(3) The written authorization required pursuant to this Rule shall include the information required by Rule No. 3 and/or State Property Tax Rule No. 305(A) and shall clearly state that the agent is authorized by the applicant to appear at hearings before the Board.

C. If the property is held in joint or common ownership or in co-ownership, the presence of the applicant or any one of the owners shall constitute a sufficient appearance.

D. Where the applicant is a corporation, limited partnership, or a limited liability company, the business entity shall make an appearance by the presence of any officer, employee, or an authorized agent, thoroughly familiar with the facts pertaining to the matter before the Board.

E. Spouses may appear for each other, children may appear for parents or vice versa. A domestic partner registered with the State may also appear for their partner.

F. If an agent is previously authorized by the applicant to file an application, no further authorization is required for that agent to represent the applicant at the subsequent hearing.

Rule No. 21. BURDEN OF PROOF.

Reference: Revenue and Taxation Code Sections 110, 167, 1601 et seq. Evidence Code Section 664.

A. Subject to exceptions set by law, it is presumed that the assessor has properly performed its duties. The effect of this presumption is to impose upon the applicant the burden of proving that the value on the assessment roll is not correct, or, where applicable, the property in question has not been otherwise correctly assessed. The applicant must present independent evidence relevant to the full value of the property or other issue presented by the application.

B. If the applicant has presented evidence, and the assessor has also presented evidence, then the Board must weigh all of the evidence to determine whether it has been established by a preponderance of the evidence that the assessor's determination is incorrect. The presumption that the assessor has properly performed its duties is not evidence and shall not be considered by the Board in its deliberations.

C. The assessor has the burden of establishing the basis for imposition of a penalty assessment.

D. Exceptions to subsection (A) applies in any hearing involving the assessment of an owner-occupied single-family dwelling or an escape assessment. In such instances, the presumption in section 167 of the Revenue and Taxation Code affecting the burden of proof in favor of the applicant who has supplied all information to the assessor as required by law imposes upon the assessor the duty of rebutting the presumption by the submission of evidence supporting the assessment.

E. In hearings involving change in ownership, except as provided in section 110 of the Revenue and Taxation Code, the purchase price is rebuttably presumed to be the full cash value. The party seeking to rebut the presumption bears the burden of proof by a preponderance of the evidence.

F. In weighing evidence, the Board shall apply the same evidentiary standard to the testimony and documentary evidence presented by the applicant and the assessor. No greater relief may be granted than is justified by the evidence produced during the hearing.

G. Any challenge affecting the presumptions shall be conducted in two phases. The party with the burden of proof must first present sufficient evidence to overcome the presumption. If the Board rules that the burden has been met, the hearing will continue with evidence of value. If the Board rules that the burden has not been met, the hearing will conclude.

Rule No. 22. SUBPOENAS.
Reference: Revenue and Taxation Code Sections 1609, 1609.4, 1609.5.

A. At the request of the applicant or the assessor in advance of the hearing or at the time of the hearing the Board, or the Clerk on authorization from the Board, may issue subpoenas for the attendance of witnesses at the hearing. The Board may issue a subpoena on its own motion. Expert witnesses appearing on behalf of the Assessor at the hearings shall be paid an hourly rate as recommended by the Assessor and approved by the Board. A subpoena may be served on any resident of the State of California or any person or business entity found within the state. All subpoenas shall be obtained from the Board.

B. If a subpoena is issued at the request of the applicant, the applicant is responsible for serving it and for the payment of witness fees and mileage.

C. An application for a subpoena for the production of books, records, maps, and documents shall be supported by an affidavit such as is prescribed by section 1985 of the Code of Civil Procedure.

D. In the event a State Board of Equalization employee is subpoenaed pursuant to section 1609.5 of the Revenue and Taxation Code at the request of the applicant and the Board grants a reduction in the assessment, the Board will not reimburse the applicant in whole or in part for the actual witness fees paid.

E. If a party desires the Board to issue a subpoena, the party shall make the written request sufficiently in advance of the scheduled hearing date so that the subpoenaed party has an adequate opportunity to fully comply with the subpoena prior to the commencement of the hearing. Upon such request, the Board may, whenever possible, issue subpoenas pursuant to sections 1609.4 and 1609.5 of the Revenue and Taxation Code. Subpoenas shall be restricted to compelling the appearance of a person or the production of things at the hearing and shall not be utilized for purposes of prehearing discovery. A subpoena issued near in time to or after commencement of the hearing should be as limited as possible, and a continuance of the hearing may be granted, if requested, for a reasonable period of time.

F. No subpoena to take a deposition shall be issued nor shall depositions be considered for any purpose by the Board.

Rule No. 23. POSTPONEMENTS AND CONTINUANCES.

Reference: Government Code Section 15606 subdivision (c).
Revenue and Taxation Code Sections 1605.6, 1606.

A. The applicant and/or the assessor shall be allowed one postponement as a matter of right. If the applicant requests a postponement as a matter of right the postponement shall be contingent upon the applicant's written agreement to extend and toll indefinitely the two-year period by completing a Waiver to Extend Hearing on Application For Changed Assessment (BOE-305-W REV. 01 (09-10)) subject to termination of the agreement by 120 days' written notice by the applicant. By terminating such waiver, applicant also agrees to waive 45 day notice of the hearing. The assessor is not entitled to a postponement as a matter of right if the request is made within 120 days of the expiration of the two-year period, but the Board, in its discretion, may grant such a request. Any subsequent requests for postponement must be made in writing, and good cause must be shown for the proposed postponement. A stipulation by an applicant and the assessor shall be deemed to constitute good cause, but shall result in extending and tolling indefinitely the two-year limitation period subject to termination of the agreement by 120 days' written notice by the applicant an a waiver of 45 days' notice of the hearing. Any information exchange dates remain in effect based on the originally scheduled hearing date notwithstanding the hearing postponement, except as provided in Rule No. 4 and/or State Property Tax Rule No. 305.1(D).

B. Any request for a second or subsequent continuance must be in writing and must be received by the Clerk no later than 4:00 p.m. at least three business days in advance of the hearing. For Thursday hearings with no intervening holidays, the continuance must be requested no later than 4:00 p.m. the Monday before the hearing. If both sides agree to the continuance it will be granted but the parties will be required to waive their right to 45 days' notice of the hearing. If a party objects, the matter will be set for a hearing before the Board to determine whether good cause for the requested continuance exists.

C. The Board has delegated decisions concerning postponement to the Clerk in accordance with locally adopted rules. Requests for postponement shall be considered as far in advance of the hearing date as is practicable.

D. At the hearing, the Board may continue a hearing to a later date. If the applicant requests a continuance within 90 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the Board may require a written extension signed by the applicant extending and tolling the two-year period indefinitely subject to termination of the agreement by 120 days' written notice by the applicant by completing a Waiver to Extend Hearing on Application For Changed Assessment (BOE-305-W REV. 01 (09-10)). The Clerk shall inform the applicant or the applicant's agent and the assessor in writing of the time and place of the continued hearing not less than 10 days prior to the new hearing date, unless the parties agree in writing or on the record to waive written notice.

Rule No. 24. DECISION.

Reference: California Constitution Article XIIIA.
Government Code Section 15606.
Revenue and Taxation Code Sections 402.1, 402.5, 1609, 1610.8, 1611.5.

A. **DETERMINATION OF FULL VALUE, CLASSIFICATION, CHANGE IN OWNERSHIP, OR OTHER ISSUES**. Acting upon proper evidence before it, the Board shall determine the full value of the property, including land, improvements, and personal property, which is the subject of the hearing. The determination of the full value shall be supported by a preponderance of the evidence presented during the hearing. The Board shall consider evidence of value derived by the use of any of the valuation methods described in Rule No. 4 and/or State Property Tax Rule No. 305.1 It shall determine whether the method(s) used was (were) properly applied, considering the type of property assessed, governmentally imposed land use restrictions, and any recorded conservation easements as described in Civil Code section 815.1 et seq., by examining the factual data, the presumptions, and the estimates relied upon. The Board shall also determine the classification, amount, and description of the property that is the subject of the hearing, the existence of a change in ownership or new construction, or any other issue that is properly before the Board, or that is necessary to determine the full value of the property. The Board shall provide to the Clerk such details as are necessary for the implementation of the Board's decision.

B. **JURISDICTION**. The Board's authority to determine the full value of property or other issues, while limited by the laws of this state and the laws of the United States and usually exercised in response to an application for equalization, is not predicated on the filing of an application nor limited by the applicant's request for relief. When an application for review includes only a portion of an appraisal unit, whether real property, personal property, or both, the Board may nevertheless determine the full value, classification, or other facts relating to other portions that have undergone a change in ownership, new construction or a change in value. Additionally, the Board shall determine the full value of the entire appraisal unit whenever that is necessary to the determination of the full value of any portion thereof. The Board is not required to choose between the opinions of value promoted by the parties to the appeal, but shall make its own determination of value based upon the evidence properly admitted at the hearing. An appraisal unit of property is a collection of assets that functions together, and that persons in the marketplace commonly buy and sell as a single unit or that is normally valued in the marketplace separately from other property, or that is specifically designated as such by law.

C. **VALUATION PRINCIPLES**. The Board, the applicant, and appraisal witnesses shall be bound by the same principles of valuation that are legally applicable to the assessor.

D. **COMPARABLE SALES**. When valuing a property by a comparison with sales of other properties, the Board may consider those sales that, in its judgment, involve properties similar in size, quality, age, condition, utility, amenities, site location, legally permitted use, or other physical attributes to the property being valued. When valuing property for purposes of either the regular roll or the supplemental roll, the Board shall not consider a sale if it occurred more than 90 days after the date for which value is being estimated. The provisions for exclusion of any sale

occurring more than 90 days after the valuation date do not apply to the sale of the subject property. The Board shall presume that zoning or other legal restrictions, of the types described in Revenue and Taxation Code section 402.1, on the use of either the property sold or the property being valued will not be removed or substantially modified in the predictable future unless sufficient grounds as set forth in that section are presented to the Board to overcome that presumption.

E. **FINDINGS OF FACT**. When written findings of fact are made, they shall fairly disclose the Board's findings on all material points raised in the application and at the hearing. The findings shall also include a statement of the method or methods of valuation used in determining the full value of the property or its components.

Rule No. 25. NOTICE AND CLARIFICATION OF DECISION.
Reference: Revenue and Taxation Code Section 1601 et seq.

A. A Board may announce its decision to the applicant and the assessor at the conclusion of the hearing, or it may take the matter under submission. The decision becomes final when:

(1) The vote is entered into the record at the conclusion of the hearing provided no findings of fact are requested by either party, and all parties are present at the hearing or the hearing is subject to stipulation by both parties. The Board may provide a written notice of the decision.

(2) A written notice of the decision is issued provided no findings of fact are requested by either party, and the decision is taken under submission by the Board at the conclusion of the hearing. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. The Clerk shall notify the applicant in writing of the decision of the Board by United States mail addressed to the applicant or to the applicant's agent at the address given in the application.

(3) A written notice of the decision is issued or the findings of fact are issued, whichever is earlier, provided findings of fact are requested. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. If so requested by an applicant or an applicant's agent, the determination shall become final upon issuance of the findings of fact which the Board shall issue no later than 180 days after the conclusion of the hearing. Such a request must be made by the applicant or the applicant's agent prior to or at the conclusion of the hearing. If the conclusion of the hearing is within 180 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the applicant shall agree in writing to extend the two-year period. The extension shall be for a period equal to 180 days from the date of the conclusion of the hearing.

B. The Board may request any party to submit proposed written findings of fact and shall provide the other party the opportunity to review and comment on the proposed finding submitted. If both parties prepare proposed findings of fact, no opportunity to review and comment need be provided.

C. When findings of fact have been prepared, either party or the Clerk may submit a written request for clarification about the details of the decision, but such clarification shall not alter the final determination of the Board.

D. In any case in which findings of fact are requested, the Board may require one or both parties to prepare findings of fact and submit them to Board for review, as well as submit the proposed findings to the opposing party for comment as required by Rule No. 25 and/or State Property Tax Rule No. Rule 325. The copy provided to the Board must be in electronic format unless the party does not have reasonable access to a computer.

Rule No. 26. POST HEARING PROCEDURES.
Reference: Revenue and Taxation Code Section 1601 et seq.

A. The decision of the Board upon an application is final. The Board shall not reconsider or rehear an application or modify a decision unless:

(1) The decision reflects a ministerial clerical error; or

(2) The decision was entered as the result of the applicant's failure to appear for the hearing and within the period established pursuant to Rule No. 17 and/or State Property Tax Rule No. 313, the applicant furnishes evidence establishing, to the satisfaction of the Board, excusable good cause for the failure to appear.

B. At any time before the Board announces its decision on the matter, the Board on its own motion may reopen any matter pending before it and set it for further hearing to receive additional evidence or to obtain clarification of issues from any party or parties.

WASTE SOURCE REDUCTION AND RECYCLED PRODUCT CONTENT PROCUREMENT POLICY

3/26/91

BACKGROUND

Supervisors should assist in the reduction of waste produced and the building of regional markets for products with recycled content. County leadership in this area is considered essential to promoting similar waste management practices and recycled-content product purchasing management practices and recycled-content product purchasing among private businesses and the general public. This also reflects the County's waste reduction and recycling philosophy and commitment to progressive waste management solutions.

This policy concerns itself with the source of wastes produced and the source of materials used to manufacture products the County purchases and uses. The objective is to ensure that the waste stream is reduced to the maximum extent feasible and that no product manufactured with recycled or "secondary" material is discriminated against for reasons other than function; and further, to direct that such products are to be preferred over goods made strictly with virgin material when recycled-content products can meet the necessary standards of performance. The purchase of recycled-content products is necessary to close the recycling "loop". Improving the economics of recycling is also essential to guarantee the long-term health of the County's recycling investment.

PURPOSE

To decrease the amount of waste generated and to decrease the amount of waste disposed by landfill.

To increase the recycled content of products purchased and used by the County of Napa, its contractors and its grantees.

To reduce waste in the manufacture and use of products and packaging purchased by the County

To provide guidance to County staff evaluating the purchase of products for County use.

POLICY

WHEREAS, the volume of material disposed of at Napa County landfills has been increasing annually; and

WHEREAS, sanitary landfill space is at a premium, and it is becoming increasingly difficult to site new landfills; and

WHEREAS, much of the material that enters the waste stream can be minimized; and
WHEREAS, much of the material that enters the waste stream can be recycled, reused or incorporated in the manufacture of new products; and

WHEREAS, Napa County's participation in and promotion of recycling programs can significantly reduce the volume of material entering the waste stream thereby extending landfill life expectancy; and

WHEREAS, for recycling programs to be effective, markets must be developed for products which are reusable, or are designed to be recycled, or which incorporate post-consumer materials in their manufacture.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County do hereby adopt the following Policy:

I. DEFINITIONS

1. Definition of Waste Source Reduction:

   A. Source Reduction. Any action which causes a net reduction in the generation of solid waste. "Source reduction includes, but is not limited to, reducing the use of non-recyclable materials; replacing disposable materials and products with reusable materials and products; reducing packaging; reducing the amount of waste generated; increasing the efficiency of the use of paper, cardboard, glass, metal, plastic and other materials. "Source reduction" promotes the durability, reusability and recyclability of product selection. "Source reduction does not include steps taken after the material becomes solid waste."

2. Definition of Recycled Content:

   A. Post-Consumer Recovered Material. A finished material which would normally be disposed of as a solid waste, having completed its life cycle as a consumer item. Examples of post-consumer recovered materials include, but are not limited to, used newspaper, office paper, yard waste, plastic bottles, oil, asphalt, concrete and tires.

   B. Pre-Consumer Recovered Material. Material or by-products generated after manufacturing of a product is completed, but before the product reaches the end use consumer. Examples of pre-consumer recovered materials include, but are not limited to, obsolete inventories of finished goods, rejected unused stock and paper waste generated during printing, cutting and other converting operations.

This category does not include mill or manufacturing trim, scrap or "broke", which is material generated at a manufacturing site and commonly reused within the manufacturing process. For example, pre-consumer paper waste sources not considered "recycled" components of a paper product include, but are not limited to, fibers recovered from waste water, trimmings of paper rolls, sawdust, chips, wood slabs and other wood residue from a manufacturing process and such materials sold between mills.

C. Total Recovered Material. The total pre- and post-consumer recovered material contained in a product.

II. WASTE SOURCE REDUCTION AS A PRIORITY

It is County policy, whenever practicable, to purchase products which will minimize the amount of solid waste generated. The purchase of products shall promote the durability, reusability and recyclability of the products. Important criteria in selecting products shall also be:

1. The ability of product and its packaging to be reused, reconditioned for use or recycled through existing collection programs.

2. The volume and toxicity of waste and by-products a given product and its packaging generate in their manufacture, use, recycling and disposal. Products and packaging designed to minimize waste and toxic by-products in their manufacture, use, recycling and disposal shall be preferred.

III. RECYCLED CONTENT PREFERENCE

It is County policy, whenever practicable, to purchase products which contain in order of preference:

1. The highest percentage of post-consumer recovered material available in the marketplace.

2. The highest percentage of pre-consumer recovered material available in the marketplace.

In addition, in purchasing paper products, it is County policy, whenever practicable, to purchase products which at a minimum met the State of California's definition of "recycled paper products", i.e., at least 10 percent post-consumer recovered material and at least 50 percent total recovered material.

IV. EQUIPMENT COMPATIBILITY

Equipment purchased or rented by the County shall be compatible, whenever practicable, with the use of recycled-content products.

Adopted November 10, 2009
Effective January 4, 2010; Resolution 09-147
Sunset June 18, 2011

NAPA COUNTY
ENVIRONMENTALLY PREFERRED PURCHASING POLICY

1.0 STATEMENT OF PURPOSE

Napa County has made great strides to improve our environment through our commitment to agriculture and the preservation of our local resources. In adhering to these environmental goals, it is necessary to establish policies and procedures. In 1991, The County adopted a Waste Source Reduction and Recycled Product Content Procurement Policy concerning itself with the sources of waste produced and source of materials used to manufacture products the County purchases and uses. In addition, the County's 2008 update to the General Plan, further demonstrates our awareness of and commitment to Environmentally Preferred Products. On January 6, 2009, the Board of Supervisors also accepted the Sustainability Ad Hoc Committee's recommendations, including direct staff to return with an updated purchasing policy that would promote environmental and economic sustainability by implementing an Environmentally Preferred Purchasing Policy. Napa County will continue its leadership role by promoting practices that conserve natural resources, improve our environment, and reward environmentally conscientious manufacturers while maintaining fiscal responsibility.

The purpose of this Policy is to set a standard for environmentally preferable procurement and demonstrate the County's commitment to environmental, financial, and economic stewardship. Napa County affirms the goal of sustainability in meeting the needs of the present without compromising the ability of future generations to meet their own needs. We understand that sustainability encompasses environmental, economic and social dimensions.

The County also recognizes that sustainable purchasing is a new and developing field. As such, while the Board of Supervisors is adopting this policy to guide County purchasing decisions, it also gives the County Purchasing Officer (or Designee) the authority to waive these guidelines in whole or in part as appropriate for individual purchasing decisions. This Environmentally Preferred Purchasing Policy is a first step in moving toward encompassing sustainability in our everyday purchasing decisions. Specifically, social aspects of purchasing may be added during a future revision when those aspects are better quantified and understood.

2.0 STATEMENT OF POLICY

It is the Policy of the County of Napa to purchase products and services that support our sustainability goals as stated in the Summary of Vision in the Napa County General Plan, using the guidelines provided herein, and third party certifications wherever available.

To this end, Napa County shall, wherever practical:

1. Purchase all printing and copy paper products that meet U.S. Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (CPG) for post-consumer recycled fiber content.

2. Procure environmentally preferable janitorial paper products that meet or exceed U.S. EPA CPG for recycled - content.

3. Procure re-fined oil certified by the American Petroleum Institute. The Public Works Department will conduct a pilot program for a designated portion of the motor vehicle fleet using motor oil containing 25% re-refined base stock. If successful, this will be expanded to entire fleet.

4. Evaluate the use of recycled propylene glycol antifreeze for our motorized fleet.

5. Purchase carpets that meet EPA CPG recycled content specifications and containing the lowest volatile compound (VOC) content available.

6. Not purchase cleaning or disinfecting products which contain ingredients that are identified by the U.S. EPA or the National Institute for Occupational Safety and Health Administration as carcinogens or mutagens.

7. Not use chlorofluorocarbon containing refrigerants, solvents and other products phased out to accommodate the Montreal Protocol on Substances that Deplete the Ozone Layer and that do not meet other national requirements.

8. Ensure that all surfactants meet U.S. EPA standards as readily biodegradable. Where practical, no detergents shall contain phosphates.

9. Ensure that all paint purchased contains the minimum amount necessary of volatile organic compounds, and that shall meet EPA CPG recycled content specifications.

10. Ensure that electronic equipment, either purchased or leased, including computers, printers, photocopiers, kitchen and laundry appliances, and energy management systems meets U.S. EPA or U.S. Department of Energy (DOE) energy efficient standards. The energy efficiency function must be enabled at all times.

11. Require that all departments and their contractors/consultants use double-sided copying or duplexing. When practical, all new purchased or leased photocopiers and printers are required to be capable of duplexing, and this must be set as a default option,

12. Where external authorities and/or universally recognized, independent third party certifying agencies have not established environmental guidelines, integrate environmental factors into the County's purchasing decisions. Examples may include, but are not limited to:

a. Consideration of emissions when purchasing fleet vehicles, and the consumption of energy required to maintain each vehicle.
b. Consideration of life-cycle economics and analysis
c. Consideration of purchasing re-usable, rechargeable, recyclable, and or compostable goods when making procurement decisions.
d. Providing locally grown and organic foods in County facilities.

13. Ensure that other products which are not specifically indentified in this policy meet U.S. EPA CPG specifications for recycled content where such guidelines are available.

14. Follow State of California specifications for recycled content products that meet State Agency Buy Recycled Campaign (SABRC) standards that are more stringent than the U.S. EPA CPG specifications.

15. Give preference to companies offering free or low-cost product "take-back" services for their products to ensure that these items are safely managed at the end of their useful life.

The County recognizes that not all sustainability factors will be incorporated into every purchase. However, it is the intent of this policy that County employees will make a good faith effort to incorporate and balance these factors to the maximum extent practical. Nothing in this policy shall be construed as requiring the County or contractors to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.

3.0 IMPLEMENTATION

3.1 The Department of Environmental Management shall establish and coordinate a "Sustainability Council" (SC) that includes the County Purchasing Manager and rotating representatives from other departments as they are needed to fulfill the purpose of this Policy.

3.2 The Sustainability Council shall:

a. Formulate plans to implement this policy;
b. Consult with the County Executive Office and other County departments to identify and prioritize opportunities to purchase sustainable products and services, as well as timelines for meeting specific milestones;
c. Designate any necessary and relevant definitions to be used in bid solicitations, specifications and contracts that are not covered in Section 4 of this policy.
d. Develop a strategy to educate County employees, vendors and contractors about the policy and enlist their support and participation;
e. Prepare and submit to the Board of Supervisors an annual report summarizing the progress made toward implementation of this policy during the previous

year, goals for the following year, and recommended changes, if any, to the policy or implementation plan; including a fiscal analysis; and

f. Set and communicate goals, targets, and progress made to internal and external audiences;
g. Publish the County's accomplishments and celebrate our successes.

3.3. The Purchasing Manager shall:

a. Develop procurement guidelines for specific products and services as they are analyzed to implement this policy;
b. Evaluate this policy on a trial basis to determine the feasibility of adding a Sustainable Purchasing section to the Napa County Purchasing Manual;
c. Encourage all County contractors and grantees to conform to this Policy such as those that procure materials or products to perform contractual services to the County;
d Develop and assist with developing specifications for environmentally preferred products and services, whenever practicable, in County solicitations and evaluation criteria;
e. Collaborate with County departments in the development and evaluation of technical and performance specifications for environmentally preferred products and services;
f. Implement the strategy to educate vendors and contractors about the policy;
g. Apply appropriate criteria for product categories that meet this policy's goals;
h. Utilize our local resources and vendor base where appropriate; and
i. Work and do business with suppliers that, whenever practical:

- Offer to collect and recycle their products at the end of their useful life;
- Are certified as a Green Business by Napa County or another similar program that is acceptable to the County;
- Offer products that meet Certification Standards when applicable, as defined in Sec. 2.0;
- Demonstrate in their business practices a commitment to helping the County meet the goals set forth in this policy.

3.4. Napa County Departments shall:

a. Designate one or more liaisons in each department to work with the Sustainability Council in fulfilling the purpose of this policy, including increasing departmental use of sustainable products and services through internal training, information dissemination, development of internal procedures, and other means. Although not members of the Council, their valuable input and participation will assist the Sustainability Counsel in decision making processes;

b. Participate in the identification, selection and pilot testing, if necessary, of sustainable products and services that are specific to the department's operations;
c. Include specifications for sustainable products and services, whenever practicable, in departmental solicitations, purchases and evaluation criteria as developed by the Purchasing Manager;
d. Provide feedback to the Sustainability Council regarding technical specifications, availability, performance and cost of sustainable products and services;
e. Encourage vendors and contractors to comply with this policy with respect to products and services procured in connection with the performance of any contractual obligations to the County.

4.0 DEFINITIONS

4.1 "Best Value" of a good or service means consideration of its quality, performance, sustainability impacts and total cost of ownership.

4.2 California State Agency Buy Recycled Campaign (SABRC) specifies recycled content (including percent of post-consumer material) for eleven product categories - Antifreeze, Compost/Co-compost, Glass, Lubricating Oils, Paint, Paper Products, Plastic Products, Printing and Writing Paper, Metal, Tires, Tire-Derived Products.

4.3 "Certification Standards" means universally recognized independent, third-party social and/or environmental labeling standards for products, services and/or business practices that are developed in a transparent and participatory stakeholder process.

4.4 "Environmentally Preferable Product" means a product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

4.5 "EPA Guidelines" means the Final Guidelines of the United States Environmental Protection Agency's Environmentally Preferable Purchasing Program started in 1993 as a result of Executive Order 12873, and continuing under Executive Order 13423. The EPA Guidelines are designed to help Executive agencies meet their obligations under EO 13101 to identify and purchase environmentally preferable products and services. The EPA Guidelines address 10 broad categories including Buildings and Construction, Carpets, Cleaning, Electronics, Fleets, Food Services, Landscaping, Meetings & Conferences, Office Supplies, and Paper.

4.6 "EPA Comprehensive Procurement Guidelines (CPG) provide specifications for recycled content including total recovered material and percent post-consumer content. CPG address the following product categories: Construction Products, Landscaping Products, Non-paper Office Products, Paper and Paper Products, Park and Recreation Products, Transportation Products, Vehicular Products, and Miscellaneous Products

4.7 "Extended Producer Responsibility" (EPR), or Product Stewardship, means whoever designs, produces, sells or uses a product takes responsibility for minimizing its environmental impact through all stages of the product's life cycle. The producer, having the greatest ability to minimize impacts, has the most responsibility. This approach creates economic incentives for designers, producers, distributors and waste managers to minimize waste and enhance material efficiency, affecting decisions on materials selection, production processes, packaging, and marketing.

4.8 "Life Cycle Analysis" means the comprehensive examination of a product's environmental and economic effects throughout its lifetime including utilized materials, manufacturing processes, packaging, use, transportation, and disposal.

4.9 "Post-Consumer Content" means materials generated by consumer, business or institutional sources that have served their intended use or completed their lifecycle and would be destined for disposal had they not been diverted from the waste stream to be used as a feedstock (content) in place of raw or virgin materials in the manufacturing process.

4.10 "Pre-consumer Content" means materials generated by manufacturers and processors, which may consist of scrap, trimmings and other by-products that were never used in the consumer market and that have been diverted from the waste stream to be used as a feedstock (content) in place of raw or virgin materials in the manufacturing process.

4.11 "Recycled Content" means the amount of pre- and post-consumer recovered material introduced as a feed stock in a material production process, usually expressed as a percentage.

4.12 "Recyclable Product" means a product or package made from a material for which curbside or drop-off collection and recycling systems are in place for a majority of County residents or businesses, to divert from County solid waste.

4.13 "Refurbished" means the process of restoring a product by cleaning, repairing, recovering, and reusing the item for its original intended use.

4.14 "Remanufacturing" means the dismantling of a spent product to clean and repair the product for the same use. Replacement parts must be new after-market parts that meet the same specifications as original equipment manufactured parts.

4.15 "Sustainable Procurement" means the purchase of materials, products and services in a manner that integrates fiscal responsibility, social equity, and community and social stewardship without risking the resources of our future generations.

4.16 "Total Cost of Ownership" means using a calculation that compares goods and services based on factors that include, but are not limited to, acquisition, extended warranties, installation, operational costs (including supplies, energy and water consumption), maintenance and other labor costs, end-of-life management costs, and expected lifetime compared to other alternatives.

5.0 EFFECTIVE DATE

5.1 This policy shall take effect on January 4, 2010, and shall sunset on June 18, 2011. Staff will evaluate this policy during this trial period, and return to the Board prior to the sunset date with proposed updates or extensions as appropriate based on experience gained using the policy.

BUILDING INSPECTION

Revised: June 23, 2009; Resolution 09-86

RESERVED

CLERK OF THE BOARD

12/20/83 Clerk of the Board of Supervisors designated as the County official responsible for the preparation of summarizations of ordinances adopted by the Board of Supervisors. (Resolution No. 83-89)

12/22/87 Liability claims filed against the County with the Clerk of the Board, will immediately be forwarded to the County Administrator and County Counsel with the County Administrator transmitting claim to the County's Claims Administrator for review and investigation.

COOPERATIVE EXTENSION

5/14/68 Memorandum of Understanding approved between the County and the Regents of the University of California providing for the establishment and maintenance of a Cooperative Agricultural Extension service in the County.

7/26/68 Cross-County pest management research and education program provided by Cooperative Extension-Sonoma through U.C. Cooperative Extension-Napa was approved. Authorized Cooperative Extension-Napa to reimburse Cooperative Extension-Sonoma travel and support expenses under agreement with the Board of Supervisors and the Regents of University of California.

4/9/74 Fruit Frost Service in Napa County is approved and the Agricultural Extension is authorized to process all claims for this service pursuant to fees established by the Board of Supervisors under agreement with the United States Weather Bureau.

3/13/84 Cross-County Livestock and Range Research Education Program provided by Cooperative Extension-Solano through U.C. Cooperative Extension-Napa was approved. Authorized Cooperative Extension-Napa to reimburse Cooperative Extension-Solano for travel and support expenses under agreement with the Board of Supervisors and the Regents of University of California.

CORRECTIONS

7/17/79 Responsibilities and roles of the Department of Corrections and roles and responsibilities of the Bureau of Corrections.

1. It is the intention of the Board of Supervisors to continue to proceed under the authority of Section 23013 of the California Government Code which permits the creation of a County Department of Corrections. The Napa County Department of Corrections, as established by Resolution No. 75-96 shall continue to have jurisdiction over the operation of the Napa County Jail facility in relation to both pre-sentenced and sentenced inmates.

2. The Napa County Department of Corrections shall be headed by a Director who shall be appointed by the Board of Supervisors of the County of Napa and shall be staffed by such other personnel as may be authorized by this Board. The Director of Corrections shall be responsible for the operation of the Jail and related detention and correctional programs, including the training and direction of departmental personnel.

3. The Napa County Department of Corrections shall coordinate all programs and services related to the institutional punishment, care, treatment and rehabilitation of persons including intake, screening, diagnosis and classification.

4. The Napa County Department of Corrections shall be responsible for all legal requirements involved in the operation of the County Jail, the corrections programs conducted therein and shall be responsible for the compiling and reporting of statistical data and other information as required by law.

5. It is the direction of the Board of Supervisors that a comprehensive system of adult correctional services be developed by the Napa County Department of Corrections and that said services are to be fully coordinated and integrated to include programs relating to pre-sentenced and sentenced incarceration.

6. It is the direction of the Board of Supervisors that all County correctional and detention programs and services be fully coordinated and integrated within the framework of the entire criminal justice system of the County.

7. It is the intention of the Board of Supervisors that the Napa County Jail facility shall be operated in such a manner as to make incarceration a constructive rather than simply punitive experience, and it is further the intention of the Board that this be accomplished through the humane,

personal and rehabilitative treatment and care of inmates while maintaining appropriate and necessary security and control.

8. All programs, activities and services relating to the institutional punishment, care, treatment and rehabilitation of inmates shall, where appropriate, be accomplished through the use of other public and private resources as to insure the broadest possible support and assistance in achieving this County's correctional goals.

9. It is the intention of the Board of Supervisors that the resources and programs of the Napa County Jail facility be principally directed to those individuals who require control and safekeeping. To that end, all County and County sponsored agencies shall fully cooperate in the development and effective utilization of programs which provide for alternatives to incarceration, including appropriate reductions in length of stay for both pre-sentenced and sentenced inmates, through such programs as citation, parole and other special programs. (Resolution No. 79-101)

Medical Care for Prisoners

6/5/84 As a result of the increased Jail population and the need to change dispositions of prisoners from time to time, the following policy was adopted regarding medical care for prisoners:

Whenever a prisoner incarcerated in a Napa County facility is taken to a medical facility, the County of Napa will have financial responsibility for the medical care of that individual unless that individual is eligible for public or private reimbursement, in which case the medical facility would be responsible for collecting directly from the public or private reimbursement source.

If, during the course of inpatient treatment, the status of the prisoner changes (e.g., the prisoner is paroled and no longer legally in custody), the County will notify the medical facility 24 hours in advance of such change and will have financial responsibility for that individual for the duration of the inpatient term. However, if the individual released can be determined eligible for Medi-Cal or County Medical Services Programs (excluding independent County MIA Programs) through the coordinated efforts of the County and medical facility, the cost of medical care will not be a cost to the County, but will be recovered from Medi-Cal or CMSP.

In the event the Department of Corrections, for one reason or another, changes the status of the patient from maximum security to minimum security, the County will immediately notify the medical facility. The County would still have the financial obligation for care, but the County would not post a guard over the minimum

security status patient. Further, the medical facility will be provided with accurate and sufficient information regarding the prisoner as it pertains to security, and a contact person from the County will be designated prior to or at the time of admission who can be called should questions arise.

The County will not have responsibility for individuals who are admitted to the hospital as an outpatient or inpatient by agencies other than the Napa County Sheriff's Office when the individual has not first been booked into the Napa County Correctional facility. The medical facility should insure that a signed authorization from the admitting agency involved is obtained.

COUNTY CLERK/RECORDER

8/31/82 The County Clerk is authorized to make payment for polling places. Fees established in Fees-Rentals Section of the Policy Manual.

4/17/84 Procedure for checks to be conducted by three persons serving as the Logic and Accuracy Board in connection with elections

On the Monday before each election, the election program will be read through the computer, and a printout will be checked against the ballots for accuracy.

Logic and Accuracy test cards will be read through the computer, and the printout will be checked for accuracy of votes cast in this tally procedure and a printed master test will be created.

On election night, the Logic and Accuracy test cards will be read through the computer, and the printout will be checked against the master test.

11/21/89 All non-judicial duties of the County Clerk were combined with the County Recorder, effective December 9, 1989, creating a County Clerk/Recorder function.

9/30/97 Precinct worker pay was increased from $54.00 per day to $80.00 per day for Judges and Clerks and from $59.00 per day to $100.00 per day for Inspectors.

COUNTY COUNSEL

12/19/72	A provision including liquidated damages shall be included in any performance type contract entered into on behalf of the County of Napa.
6/7/83	Authorization as granted to expend monies from the Imprest Cash Fund in an amount up to $200.00 to pay for individual legal filing fees or legal services.
8/28/84	Authorized to provide normal routine legal services to all special districts within the County of Napa.
12/19/96	Delegated authority to present allegations required in judicial proceedings pursuant to Article 2 (commencing with Section 6500) of the Welfare and Institutions Code to commit, recommit or defend the commitment of any person described therein. (Resolution No. 95-157)

COURT EXECUTIVE OFFICER

12/20/83 Court Executive Officer is authorized to collect fees for California Judicial Council Court forms which the office is required to make available to the general public.

11/21/89 The County Clerk was changed to Court Executive Officer effective December 9, 1989 and all non-judicial duties transferred to County Clerk/Recorder position.

8/20/91 Funds established into which certain penalties imposed in criminal cases shall be deposited.
(Resolution No. 91-91)

Government Code Section 76000 provides that there shall be levied in each county an additional penalty of $7.00 for every $10.00 or fraction thereof which shall be collected together with and in the same manner as the amounts established by Section 1464 of the Penal Code upon every fine, penalty or forfeiture imposed and collected by the courts for criminal offenses, including all offenses involving a violation of the Vehicle Code or any local ordinance adopted pursuant to the Vehicle Code, except parking offenses subject to Article 3 (commencing with Section 40200) of Chapter 1 of Division 17 of the Vehicle Code.

These monies shall be taken from fines and forfeitures deposited with the County Treasurer prior to any division pursuant to Section 1463 of the Penal Code.

Such amounts may be deposited in any of five different funds in the discretion of the Board of Supervisors, except that the amount deposited in the Emergency Medical Services Fund shall be the same as that deposited prior to June 1, 1991, in accordance with a resolution adopted by the Board of Supervisors prior to that date.

1. There is hereby established in the Napa County Treasury an Emergency Medical Services Fund pursuant to Government Code Section 76104. $2.00 of every $7.00 as described in Government Code Section 76000(a) shall be deposited into the fund. The fund may only be used to support Emergency Medical Services in accordance with Chapter 2.5 (commencing with Section 1798.98(a)) of Division 2.5 of the Health and Safety Code.

2. There is hereby established in the Napa County Treasury a Courthouse Construction Fund pursuant to Government Code Section 76100. $4.00 of every $7.00 as described in Government Code Section 76000(a) shall be deposited into the fund. The fund may only be used to rehabilitate existing courtroom building or buildings for other uses if a new courtroom or a courtroom building or buildings are acquired, constructed or financed or to acquire, rehabilitate, construct or finance excess courtrooms or an excess courtroom building or buildings if that excess is anticipated to be needed at a later time.

3. There is hereby established in the Napa County Treasury a Criminal Justice Facilities Construction Fund pursuant to Government Code Section 76101. One Dollar ($1.00) of every Seven Dollars ($7.00) as described in Government Code Section 76000(a) shall be deposited into the Fund. The Fund may only be used for improvement of criminal justice automated information systems, and for the construction, reconstruction, expansion, improvement, operation or maintenance of jails, women's centers, detention facilities, juvenile halls and courtrooms.

4. The County Treasurer shall hold the monies in the funds described above separate from any funds subject to transfer or division pursuant to Section 1463 of the Penal Code.

5. The funds established by the Board of Supervisors based on predecessors to the statutes, such as Fund 106 and Fund 105, shall continue to exist and be used for the purposes for which they were established.

FIRE PROTECTION

7-1-95 Memorandum of Understanding Between the County of Napa and the Napa Volunteer Fire Departments was approved. On file in the County Administrator's Office.

FLOOD CONTROL AND WATER CONSERVATION DISTRICT

5/13/69 Funding Allocations by the District to drainage projects within incorporated cities in the County of Napa

1. Any project proposed for use of these funds must be determined by the District to be of general benefit.

2. Such projects must be in conformance with an overall drainage plan, or if no such plan has been developed, must, as determined by the District, be reasonably adaptable to such a plan.

3. The District will contribute up to one-half of allowable drainage facility costs on qualifying projects.

4. Allowable drainage facility costs shall not include any cost reimbursable by other agencies.

5. Allowable drainage facility costs shall not include expenditures from any source used to provide required matching funds for other programs, including road programs.

6. Drainage facility costs shall not include costs for drainage conduits less than thirty inches in inside diameter or for appurtenances to such conduits.

7. No District funds will be disbursed on approved projects until adequate documentation as to actual costs and acceptability of the installed drainage facilities has been furnished to the District.

8. The amount of funds available to a city each fiscal year, exclusive of funds carried over from prior years, shall be equal to the revenue from five cents of the total District tax levied on the assessed valuation within the city for the previous fiscal year. This assessed valuation shall be the total of the secured, unsecured, and utility valuations within the incorporated limits of the city.

9. Any balance of funds allocated to a city remaining at the end of a fiscal year will be carried over into the next fiscal year unless the balance is in excess of $5,000 or three times the amount allocated to the city for the ending fiscal year exclusive of funds carried over from prior years, whichever is the greater amount. Larger amounts may be carried over subject to the city obtaining prior approval from the Flood Control District for the project or projects on which such funds are proposed to be used.

12/3/69 Services to be Provided (Resolution No. 69-97)

1. The Flood Control District staff is available to offer guidance and advice with regard to drainage problems along any flood channel within the District.

2. The Flood Control District is not in a position to assist, except in an advisory capacity, toward the correction of bank erosion problems along any major channel within the District which has not been accepted by the District.

3. The Flood Control District will assist any interested property owners toward the development of projects which would result in the improvement of flood channels within the District to adequate standards. Such projects, when completed, may, at the discretion of the Board, be accepted by the Flood Control District for operation and maintenance.

4. The Flood Control District will in emergency situations continue to assist in the removal of substantial obstructions to flow in major channels within the District, provided any necessary access rights and disposal sites are provided without cost to the District.

7/23/76 The Flood Control and Water Conservation District was consolidated with the County Public Works Department effective September 1, 1976; the Director of Public Works was designated as the District Engineer of the Flood Control and Water Conservation District and the District Engineer of the Flood Control and Water Conservation District was reclassified to Assistant Director of Public Works/Flood Control and Water Conservation District.

3/8/77 Water Conservation Policy

County of Napa is experiencing the second of two extremely dry years in which the need to conserve water for present, and/or a future potential third dry year, is very apparent. To this end the Board of Supervisors hereby adopts the following policy:

1. That the District Engineer be directed to publicize water conservation measures through the news media. The goal being to reduce water use by 25 percent.

2. That County facilities implement water conservation measures to:

   a. Reduce water use by a minimum of 25 percent.

   b. Comply with the goals of the agency in which the facility is located, if that agency's goals are more restrictive than the County's.

3. To request those users of water within the Lake Berryessa Resort Improvement District and Napa Berryessa Resort Improvement District to reduce water consumption by 25% through a voluntary program. This request to be included with the next regular billing.

4. That the District Engineer be directed to compile a list of users of ground water and request water conservation measures of them.

5. That the District Engineer be requested to develop a contingency plan for drought emergency including but not limited to:

   a. A list of potential alternate sources of water, i.e., existing wells, reservoirs, etc.

   b. Develop sources of equipment for conveyance, i.e., pipe, tank trucks, pumps, etc.

   c. Continue surveillance of the ground water basin.

HEALTH & HUMAN SERVICES

9/1/61 The Crippled Children Program transferred to the Health Department, effective September 1, 1961.

5/13/80 Human Services Delivery System established under the administrative control of the Director of Human Services Delivery System (also the Director of Mental Health Services) and directed that the Director of Social Services be responsible to the Director of the Human Services Delivery System. (Resolution No. 80-40)

3/24/81 Transfer of certain functions from the Office of Mental Health Social Services, of the State of California, to the Human Services Delivery System of the County of Napa. (Resolution No. 81-21)

9/29/81 The Director of Human Services designated as the County representative authorized to sign licensure documents for the County Mental Health programs which require State licenses: Crisis Service, Outpatient Service, Day Treatment and Alcoholism Residential Detoxification.

3/9/82 Pursuant to requirements of the Penal Code, Section 1000, the Director of Human Services was authorized to implement a Drug Offender Program to divert persons eligible and suitable to an educational/counseling program from the Criminal Justice System with the program to be provided at current staffing levels. Copy of program available from Human Services Delivery System.

12/22/87 The Veterans Service Officer was placed under the administrative direction of the Director of Human Services Delivery System when the Social Services and Mental Health Departments were integrated May 13, 1980.

6/20/06 Resolution No. 06-120
Napa County Health and Human Services Agency anticipates routinely receiving donations of money, equipment and materials from individual persons and organizations to furnish and support the new South Napa Shelter for homeless persons.

To facilitate acceptance of such donations so they may be most efficiently utilized by the Shelter, the Board desires to delegate the acceptance of such donations to the Director of the Napa County Health and Human Services Agency or, in his absence, the Assistant Director (hereinafter referred to as "HHSA Director"), subject to the reporting and accounting requirements set forth in Government Code section 25355 and the conditions set forth in Resolution 06-120.

1. Donations less than $1,000. The HHSA Director is hereby authorized to accept donations of money and personal property up to and including One Thousand

Dollars ($1,000) per donation from individual persons and organizations where such donations are designated by the donor to be used for the South Napa Shelter.

2. Donations over $1,000 and up to and including $10,000 other than Fixed Assets. The HHSA Director is also hereby authorized to accept donations of money and personal property up to and including $10,000 per donation, other than Fixed Assets, from individual persons and organizations where such donations are designated by the donor to be used for the South Napa Shelter, as long as the HHSA Director submits a quarterly report to the Napa County Board of Supervisors and to the Napa County Auditor regarding the nature and amount of such donation, limitations imposed on the use of the gift by the donor, the name of the donor (unless the donor has requested anonymity), and the nature of any expenditures by the Health and Human Services Agency for the South Napa Shelter made or to be made with the accepted monetary donations.
3. Donations greater than $10,000 and Fixed Assets greater than $4,999. All donations of money or personal property to the County for the South Napa Shelter, where the value of the individual gift of money or personal property is greater than $10,000 or is a Fixed Asset with a value of $5,000 or more shall be accepted only by action of the Board of Supervisors.
4. Accounting for Accepted Donations. In accounting for or inventorying donations accepted by the HHSA Director under the authority delegated by this Resolution, the HHSA Director shall follow the appropriate procedures contained in the State Controller's manual entitled "Accounting Standards and Procedures for Counties."

1/1/17 Resolution No. 2017-154

DISPOSITION OF REMAINS OF INDIGENT DEAD

Pursuant to California Health and Safety Code Section 7100 et seq., the right to control the disposition of human remains and the duty of interment devolves to the County in certain circumstances. In cases in which a deceased individual is determined indigent, has no prior burial arrangements, and there is no legally responsible relative who can be located or who fails to inter remains, the County is required to dispose of the remains.

In the circumstances described above, the responsibility for disposition of the decedent's remains shall be with Napa County Health and Human Services Agency and specifically with the Public Administrator. Funding for disposition of the decedent's remains shall be provided through the Indigent Burial Special Revenue Fund and the County general fund.

When the Public Administrator is responsible for the disposition of decedent's remains, the primary method of disposition shall be cremation. However, if the decedent has made it explicit that they object to cremation or at the Director of Health and Human Services or at the Assistant Public Administrator's discretion, indigent remains may be disposed of through traditional burial.

To determine if someone is indigent, the Public Administrator shall follow the Public Administrator's procedures for determining indigency. This shall include working with the Napa County Coroner's Office to locate next of kin and marshalling assets to see if any funds may be made available, to offset the cost of cremation.

LAKE BERRYESSA

7/28/87 The function of the Lake Berryessa Park Ranger operation was placed under the administrative control of the Sheriff.

12/22/87 The following policy was adopted relative to management transition of Lake Berryessa after July 1, 1975:

The County continues to provide enforcement of the California Boating Law.

The three positions be retained for this enforcement.

The enforcement program be temporarily financed through the unsecured boat tax revenue to the County General Fund. The remainder of the funds come from the Department of Navigation and Ocean Development Subvention.

LAW LIBRARY

11/17/81 After Hours Access to Napa County Courthouse, "Statement of Conditions", adopted.

On a trial basis, and reserving the prerogative to modify or terminate same, the County of Napa agrees to allow access to the County Courthouse during non-working hours for the specific purpose of using the County Law Library. Such access shall be subject to the following conditions:

1. Individuals desiring after hours access privileges, shall first undergo a short training session in the operation of the electronic alarm system installed in the County Courthouse. Said training shall be conducted by representatives of the County Department of Public Works, which, if satisfied, shall certify the individual for access. Such training shall be conducted during normal business hours following reasonable advance request to said Department.

2. An individual, so certified, seeking access to the Law Library after hours, shall be required to obtain and sign for a key to the County Courthouse Building. Said key shall be obtained from the Sheriff's Central Dispatch Center, located in the Hall of Justice, ground floor.

3. Under no circumstances will a key be issued to any individual not certified by the Department of Public Works, and so listed with the Sheriff's Office. The County further reserves the right to rescind certification of any individual for noncompliance with these conditions.

4. Every individual who is allowed access to the Courthouse under this arrangement, shall strictly adhere to procedures established by the Department of Public Works regarding entry and departure from the building, including, but not limited to:

    a. Using designated door only.

    b. Disengaging building alarms prior to entry, locking door and re-engaging alarm immediately after entry.

    c. Disengaging alarm immediately prior to departing the building's interior, locking door and re-engaging alarm immediately prior to departing the building's exterior.

    d. Leaving all lights as they were found, whether on or off.

    e. Not entering any other office or area of the Courthouse, excepting only a public restroom.

5. Upon departing from the Courthouse, each individual will immediately return the building key to the Sheriff's Central Dispatch Center and sign-out.

6. Every individual allowed after hours access to the County Courthouse, shall agree to follow all rules of the Law Library including the prohibition against removing books, and exercise reasonable care in the use and protection of County property.

7. Every individual who is allowed after hours access to the County Courthouse, shall sign a statement acknowledging his/her understanding and acceptance of all conditions attendant to this arrangement, as well as his/her agreement to accept full personal responsibility for any and all costs or damages determined to be the result of his/her failure to comply with the terms hereof.

I, _____, have read and understand the above described arrangement, and agree to comply with its terms and conditions. I also understand and agree to accept full personal responsibility for any costs or damages which may be incurred by the County of Napa as a result of my failure to comply with those conditions. I also understand that the County of Napa reserves the right to rescind this privilege in the event of my failure to comply with the prescribed procedures and conditions.

_____
Name (Print)

_____
Signature

_____
Address

_____
Date

MANAGEMENT INFORMATION SERVICES

10/16/73 Concept of the Data Processing Department being considered as a service bureau was approved with all services being charged to the using departments, with the provision that the budget adjustments of the using departments be reported to the Board.

3/19/74 Data Process Systems Development and Programming Procedures. See EDP Advisory Committee. (Resolution No. 74-29)

11/7/78 Elimination of the Department of Data Processing and the creation of a Management Information Systems in the County's Administrator's Office effective November 1, 1978. This new Division is to be responsible for directing all efforts pertaining to County information systems including manual systems, computer systems, word processing, micro documentation, etc., and such responsibility to extend to all Data Processing functions including current and new computer applications and operations.

8/7/90 Data Network Integration

Findings

1. Napa County is undergoing a rapid growth of computerized systems that serve a variety of users. Several of these systems also have interagency ties with other local governments and with the State of California.

2. The proliferation of new and expanded systems has had and will continue to have significant impacts both beneficial and potentially adverse on productivity, costs, data security and interdepartmental/interagency relationships.

3. The trend of greater automation will continue to accelerate and require greater oversight in coming years.

Goal

Maximize transferability of data and compatibility of systems between and among County departments and other governmental agencies while protecting data security and confidentiality and minimizing costs and complexities of data transfer protocols.

Objectives

Plan for and review data system acquisition and enhancements to insure maximum compatibility with existing systems between and among County departments and other governmental agencies.

Adopt a Countywide standard for data networks and access formats to provide the maximum level of data transfer with the lowest cost.

Adopt a method for obtaining interagency cooperation on systems planning, review, installation and compatibility standards.

Adopt an interagency format for data transfer methods and protocols.

Adopt a County and interagency policy on data security, record confidentiality and privacy issues, including system access.

11/22/94 Management Information Services Personal Computer and Peripherals Auction Policy

Management Information Services (MIS) may use up to $20,000 from the Equipment Replacement Fixed Asset account at one time to purchase replacement personal computers, peripherals and servers at auction subject to the prior written approval by the County Administrator/Purchasing Agency. The MIS Director will come before the Board at the next available Board meeting to give an accounting of what equipment was purchased at the auction for inclusion in the County's fixed asset inventory.

6/6/95

1. Increase the fixed asset line from $1,000 to $3,000 for computers and computer equipment effective June 30, 1995.

2. Establish a new restricted line item with the services and supplies portion of department budgets to charge for "computer/computer equipment" purchases.

3. All computers and computer equipment shall be purchased by the Management Information Services (MIS) from the MIS Budget using transfers from the affected departments budget unless exempted by the Information Systems Steering Committee (ISSC). Funds for computers and computer equipment may be carried over from the current fiscal year budget to the subsequent preliminary budget reflecting current year planned purchases based on the recommendation of MIS and approval by the County Administrator's Office.

BEHAVIOR HEALTH

3/27/73 The Mental Health Services Alcoholism program was designated the official detoxification center for the County, and Napa State Hospital shall still be utilized for critical cases until such time as the County gains the capability of handling all such cases.

6/13/78 The following facilities were designated for the purpose of involuntary detention of mentally disordered persons for evaluation, treatment and intensive treatment effective June 13, 1978:

Napa State Hospital
Napa, California

Walnut Creek Hospital
Walnut Creek, California

Veterans Administration
Hospital
Palo Alto, California

Herrick Hospital
Berkeley, California

St. Helena Hospital & Health Center
Deer Park, California

Everett A. Gladman Memorial Hospital
Oakland, California

Ross General Hospital
Ross, California

The following facilities are hereby designated for the purpose of involuntary detention of inebriates for evaluation, treatment and intensive treatment:

Napa State Hospital
Napa, California

Walnut Creek Hospital
Walnut Creek, California

Everett A. Gladman
Memorial Hospital
Oakland, California

Herrick Hospital
Berkeley, California

Residential Detox Unit
Napa County Mental Health Services
Napa, California

St. Helena Hospital & Health Center
Deer Park, California

Ross General Hospital
Ross, California

The Napa County Community Mental Health Services shall develop and maintain current and appropriate guidelines governing the selection of a designated facility for the involuntary detention of mentally disordered persons and of inebriates, in conformance with this resolution and applicable State laws and regulations. (Resolution No. 78-77)

NAPA-BERRYESSA RESORT IMPROVEMENT DISTRICT

5/11/71 The Board of Directors of the Napa-Berryessa Improvement District resolve that:

1. Regular meetings of this Board shall be held on the second, third and fourth Tuesdays of each and every month hereafter immediately following the adjournment of the meeting of the Board of Supervisors, or at 11:00 a.m. on each of said days in the event that said Board of Supervisors does not meet or adjourns its meeting prior to said hours, at the Chambers of the Board of Supervisors.

2. This Board may call and hold such special or adjourned regular meetings or executive sessions as may be permitted by Chapter 9, Part 1, Division 2, Title 5, of the Government Code.

3. All meetings of this Board shall be held in accordance with the provisions of said Chapter 9, Part 1, Division 2, Title 5 of the Government Code. (Resolution No. 71-47)

6/10/86 The Napa Berryessa Resort Improvement District will serve water and sewer to parcels within the District subject to application and compliance with District standards and regulations even though said parcels lie outside of the recently adopted Local Agency Formation Commission (LAFCO) Sphere of Influence for the District.

NAPA COUNTY FAIR

9/22/59	Employees of the Calistoga Fair Association are County employees for purposes of retirement, and shall become members of the Napa County Retirement Plan.
3/26/63	Napa County Fair employees allowed to participate in the County C.P.S. and Travelers Insurance programs on the condition that the employers cost be borne by the Calistoga Fair Association.
3/26/74	Competitive racing at the Calistoga Fairgrounds is permitted if the promoter provides insurance in the amount of $1 Million for each occurrence covering property damage and bodily injury, and names as additional insured the County of Napa, its Board of Supervisors and its appointed and elected officials, individually and collectively.

NAPA VALLEY HOUSING AUTHORITYAND NAPA VALLEY HOUSING DEVELOPMENT CORPORATION

7/10/90 The administering entity role for the Napa Valley Housing Authority and Napa Valley Housing Development Corporation through September 30, 1990 was accepted, and the County Administrator's Office was designated as the responsible County Department for this function.

The Community Partnership Manager of the County Administrator's Office was authorized to serve as interim Executive Director of the Napa Valley Housing Authority and President of the Napa Valley Housing Development Corporation.

The Auditor-Controller was authorized to serve as Finance Officer for the Napa Valley Housing Authority and the Napa Valley Housing Development Corporation.

Approved 5-15-01

COUNTY OF NAPA SPACE STANDARDS

Space standards for County offices shown are for typical net usable space, including furniture, file cabinets and minor aisle ways. Additional information and diagrams of space standards are available by contacting the Department of Public Works.

TYPICAL USER	USER TYPE	SQUARE FOOTAGE	OFFICE TYPE
Director	#1	200	Private Office
Assistant	#2	150	Private Office
Deputy Attorney	#3	120	Private Office
Analyst	#4	96	Workstation
Draftsman	#5	100	Workstation
Clerical	#6	80	Workstation
Clerical	#7	64	Workstation
Clerical	#8	48	Workstation
Receptionist	#9	80	Workstation
Employees and/or Public	#10	450	Conference Room

SHERIFF

3/21/67 Sheriff authorized to conduct a Sheriff's Reserve and Cadet Training Program and members of such programs declared as employees of the County for the purposes of workers' compensation and insurance coverage. (Resolution No. 67-26)

8/20/74 The proposal to pay for possession of P.O.S.T. Certificates was approved as previously outlined effective September 1, 1974.

9/25/79 Ride-a-Longs, method of assignment and restrictions

Purpose:

I. Definition:
Ride-a-Longs are interested citizens who make a request with the department to ride with an officer on his tour of duty; to observe the officer and familiarize himself with the duties of an officer and with the job of law enforcement.

II. Method of Assignment:

A. Citizen makes request with the department, or one of its representatives to Ride-a-Long.
B. Citizen fills out liability release form and reason for requesting to Ride-a-Long. Parental consent form is completed for minors under the age of 18.
C. Request is reviewed by supervisor in charge and is approved or denied.
D. Assignment of Ride-a-Long to an officer is made by the shift supervisor.

III. Restrictions:

A. Ride-a-Longs shall begin and end their ride at the Sheriff's department.
B. Ride-a-Longs shall not operate equipment.
C. Any Ride-a-Long under the age of 10 years shall be accompanied by a responsible adult.
D. Ride-a-Longs shall, as much as practical, remain in the patrol car and shall never participate, or assist, in the law enforcement activities of the officer.

IV. Exemptions:

Napa County Sheriff's Department non-safety personnel may Ride-a-Long with the shift supervisor's approval.

4/16/85 Pursuant to Penal Code Section 70, as amended effective January 1, 1985, the Board designated the Sheriff as the person who may approve the private employment of Deputies subject to the following conditions:

1. The Peace Officer is in his uniform.

2. The private employment has been approved by the Board of Supervisors, or its designee.

3. The wearing of uniforms is approved by the Public Employer (Sheriff).

4. The Peace Officer is subject to reasonable rules and regulations (Penal Code Section 70 (d)), which have been adopted as General Orders by the Sheriff's Department.

7/28/92 Sheriff authorized to annually sign Memorandum of Understanding (MOU) between the California State Military Department and the Napa County Sheriff's Office for utilization of National Guard helicopter services at no cost to the County.

9/10/96 Resolution No. 96-122 adopted establishing the Supplemental Law Enforcement Service Fund (SLESF)

Assembly Bill 3229, Chapter 134, Statutes of 1996, establishes the Citizen's Option for Public Safety (COPS) Program.

The program allows eligible counties to receive a proportionate share of $100 Million appropriated for 1996-97 for the purpose of ensuring public safety.

To be eligible to receive the County's proportionate share of the funds, the County must establish a Supplemental Law Enforcement Service Fund (SLESF) and Supplemental Law Enforcement Oversight Committee (SLEOC) no later than September 15, 1996.

A request for disbursement of monies must be accompanied by a certified copy of a Resolution adopted by the Board of Supervisors establishing the SLESF no later than September 15, 1996, and a certification dated no later than September 15, 1996, by the County officer submitting the request, that a SLEOC has been organized, that the SLEOC is ready to function and identifying the five members of the SLEOC as follows:

Sheriff
District Attorney
County Administrator
A Police Chief
A City Manager

Prior to September 15, 1996, a SLEOC shall be established in the manner required by law, and the Board of Supervisors is now required to establish the SLESF by resolution if the County of Napa is to qualify for funding.

9/17/96 Rates for the burial of the indigent dead and transferring custody and responsibility for the indigent burial trust account to the Sheriff-Coroner were established. (Resolution No. 96-126)

The right to control the disposition of human remains and the duty of interment devolves to the County in certain circumstances pursuant to Health and Safety Code Section 7100 et seq.

In cases in which a deceased individual is determined indigent, has no prior burial arrangements and there is no legally responsible relative who can be located or who fails to inter remains, the County is required to do so.

The Board deems it appropriate to transfer the responsibility for burial of the indigent dead from the Health and Human Services Agency to the Sheriff-Coroner in order to consolidate the burial functions recently being provided by the County.

Funding for burial of the indigent dead is provided through the indigent burial trust account and the County general fund.

The Board last changed the rates paid to funeral home directors to compensate them for burying the indigent dead in 1956, and such costs have increased significantly during the past 30 years.

The following rates are established for mortuary and burial services as provided by the funeral homes to the indigent dead of Napa County.

1. Effective July 1, 1996, a total of $533.00 per burial of which $153.00 will be provided to the St. Helena cemetery for interment in Potters Field.

2. Effective July 1, 1997, a total of $554.00 per burial of which $160.00 will be provided to the St. Helena cemetery for interment in Potters Field.

3. Effective July 1, 1998, a total of $577.00 per burial of which $168.00 will be provided to the St. Helena Cemetery for interment in Potters Field.

In addition to the rates established above, the County will reimburse the mortuary for each day of refrigeration beginning the third day that the body is held at the mortuary at a rate of $25.00 per day.

The County Auditor is requested to transfer custody and responsibility for the burial trust account to the Sheriff-Coroner.

8/26/97 Senior Deputy Program adopted (on file with the Clerk of the Board).

SUPPLEMENTAL LAW ENFORCEMENT

5/24/83

1. In accordance with Government Code Section 26228, the Sheriff is authorized to enter into contracts on behalf of the County of Napa to provide supplemental law enforcement services ("services") to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis. The authority hereby given to the Sheriff may be revoked or modified at any time by the Board of Supervisors.

2. The Sheriff shall charge the actual cost ("cost") attributable to providing such services. The cost shall include employee salaries, wages and benefits, costs of insurance, costs of operating and maintaining equipment.

3 The Auditor-Controller shall prepare and modify as changed circumstances may require a written schedule of costs for use in administering such contracts.

4. The Sheriff shall use a form of contract prepared by the County Counsel and approved by the Board of Supervisors. Each such contract shall be identified by the letter "S", the year of its execution and successive number for each successive contract, e.g., S 1983-1, S 1983-2, etc.

5. The Sheriff shall file and preserve all contracts in a safe and accessible place.

6. The Sheriff shall prepare and submit to the Board of Supervisors annually, on or before December 1st, a written report which includes the following information as of September 30th of the same year.

    a. The number of contracts entered into;

    b. The names of the persons or entities with whom he has contracted;

    c. The total revenue from the contracts;

    d. His recommendations for changes in the program, if any.

7. All payments for services shall be made in advance.

8. The Sheriff shall treat all requests for services fairly and equally. Nevertheless, the Sheriff may, in his discretion, refuse to provide services in a case where the Sheriff considers such refusal to be for the public good.

9. The Sheriff shall assign personnel to render services from a list of employees who volunteer to perform supplemental law enforcement services as available.

PHYSICAL PERFORMANCE PROGRAM

12/21/93

A. Participation

1. The Physical Performance Program shall be voluntary for all full-time safety (law enforcement) employees hired prior to January 1, 1994.

2. The Physical Performance Program shall be mandatory for all safety (law enforcement) employees hired on or after January 1, 1994.

3. For employees that are fifty-five (55) years of age or older, participation shall be voluntary regardless of their date of hire. Employees who are or become fifty-five (55) years of age or older and were hired prior to January 1, 1994 and maintain the required level of fitness shall receive full compensation as specified herein.

B. Documentation

1. All records of participation shall be kept separate for all employees hired before January 1, 1994 but not those employees hired on or after such date.

2. An employee's participation and scoring shall be kept confidential for employees hired before January 1, 1994 and shall not be used in any form of an employee review or for promotional purposes for these employees. This does not apply to employees hired on or after January 1, 1994.

3. A score of pass or fail shall be used based on the scoring guidelines established by P.O.S.T. This information shall be provided for the purpose of documenting participation.

C. Test Administration

The Physical Performance testing will be based on the five (5) P.O.S.T. recommended job related tasked outlined below:

99 Yard Obstacle Course	Run a 99 yard obstacle course consisting of several sharp turns, a number of curb height obstacles and a 34" high obstacle that must be vaulted.

Body Drag	Lift and drag a 165 pound lifelike dummy 32 feet.
Chain Link Fence	Run 25 yards to a 6-foot high chain link fence, climb over and run for an addition 5 yards.
Solid Fence	Same distance as for chain link fence.
500 Yard Run	Run 500 yards around a standard distance track.

Testing shall be conducted on a yearly basis and shall take place between the months of April through October when the weather is suitable for testing. The actual test date shall be established by the department, but the test date shall be posted at least 30 calendar days in advance of the test.

If in the event there is inclement weather as determined by the department, the testing shall be rescheduled within a two (2) week period at the department's discretion.

D. Scoring Procedure

1. The scoring for each event shall be based on the P.O.S.T. established scoring tables. A combined score of 384 points or greater shall be considered as passing.

2. Each deputy shall have two attempts at each event with the exception of the 500-yard run for which only one attempt shall be allowed. The best time for each event shall be used for the final score.

3. Any deputy having achieved a passing score shall be deemed to have met the requirements of the Physical Performance Program until the next scheduled annual test date.

E. Failure of test

1. A deputy who has failed to achieve a passing score at the completion of the annual testing shall be provided with one additional opportunity to successfully pass within the calendar year.

2. An additional test date shall be established by the department within (60) calendar days after the annual scheduled test to provide those employees who did not pass or were unable to pass or participate due to a medically certified injury, or for other

reasons acceptable to the department, an opportunity to retake the test. Any employee who provided a medically certified excuse shall provide a medical clearance before being permitted to participate in the testing. The County reserves the right for medical verification by the County's Examining Physician prior to participation when the County deems it necessary.

3. Failure of a test for those deputies hired after January 1, 1994 will be based on a point system with each failure equal to one (1) point. Scoring will be cumulative during any four (4) year period and any subsequent failure shall result in a continuation of the disciplinary process from the previous action during the four (4) year period. The scoring and disciplinary action is described in Section 4. below.

4. (a) One Point: Shall result in the deputy formally notified in writing that he/she has failed the test and that if he/she fails a subsequent test within the four (4) year period that he/she shall not be considered for, or allowed continued participation in, the special assignments of Investigations, N.S.I.B., or any of the designated assignments such as Boat Patrol, Canine Unit, F.T.O., Range Master, S.E.R.T., Regional Deputy or D.A.R.E./School Liaison Officer. Furthermore, the deputy shall also be informed in writing that failure of such subsequent test shall result in the imposition of level three (3) discipline as outlined in the General Orders (written reprimand). However, if a deputy passes a subsequent test, then he/she shall regain his/her eligibility for appointment to a special assignment.

(b) Second Point (2): Shall result in the inability to participate in or removal from the special assignments described in 4 (a) above. The County shall refer the deputy to the County Examining Physician for a medical evaluation and guidance (when the County deems it appropriate) in an attempt to increase the deputy's level of fitness. The deputy shall receive level three (3) discipline as outlined in the General Orders (written reprimand).

(c) Third Point (3): Shall result in the deputy receiving level four (4) discipline as outlined in the General Orders (first step of economic sanction).

(d) Fourth Point (4): Shall result in the deputy receiving more severe discipline under level four (4) as outlined in the General Orders.

(e) Fifth Point (5): Shall result in the deputy receiving level five (5) discipline as outlined in the General Orders (termination).

F. Compensation

1. Time spent during the employee's regular shift to participate in the testing shall be considered as regular time worked.

2. Time spent outside the employee's regular shift participating in the testing shall be compensated in accordance with the appropriate provisions of the applicable Memorandums of Understanding.

3. An employee employed as of January 1, 1994 shall receive twenty-four (24) hours of personal leave upon successful completion of the test each year. This leave shall have no cash value and shall not be accrued beyond the next scheduled annual test cycle date.

4. Employees hired on or after January 1994 shall not receive any compensation for passing the test. Passing the test shall be a condition of continued employment, subject to all the provisions of Section E. above.

SUPPLEMENTAL LAW ENFORCEMENT

5/24/83

1. In accordance with Government Code Section 26228, the Sheriff is authorized to enter into contracts on behalf of the County of Napa to provide supplemental law enforcement services ("services") to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis. The authority hereby given to the Sheriff may be revoked or modified at any time by the Board of Supervisors.

2. The Sheriff shall charge the actual cost ("cost") attributable to providing such services. The cost shall include employee salaries, wages and benefits, costs of insurance, costs of operating and maintaining equipment.

3 The Auditor-Controller shall prepare and modify as changed circumstances may require a written schedule of costs for use in administering such contracts.

4. The Sheriff shall use a form of contract prepared by the County Counsel and approved by the Board of Supervisors. Each such contract shall be identified by the letter "S", the year of its execution and successive number for each successive contract, e.g., S 1983-1, S 1983-2, etc.

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   a. The number of contracts entered into;

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8. The Sheriff shall treat all requests for services fairly and equally. Nevertheless, the Sheriff may, in his discretion, refuse to provide services in a case where the Sheriff considers such refusal to be for the public good.

9. The Sheriff shall assign personnel to render services from a list of employees who volunteer to perform supplemental law enforcement services as available.

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D. Scoring Procedure

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reasons acceptable to the department, an opportunity to retake the test. Any employee who provided a medically certified excuse shall provide a medical clearance before being permitted to participate in the testing. The County reserves the right for medical verification by the County's Examining Physician prior to participation when the County deems it necessary.

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4. Employees hired on or after January 1994 shall not receive any compensation for passing the test. Passing the test shall be a condition of continued employment, subject to all the provisions of Section E. above.

SOCIAL SERVICES

11/12/57 The Board does delegate certain of its authority to grant, deny, terminate and increase or decrease aid as provided in the Aid to the Totally Disabled Program. (Chapter 1, Part 2, Division 2, Welfare and Institutions Code, Section 1500 et seq), the Old Age Security Law (Chapter 1, Division 3, Welfare and Institutions Code Section 2000 et seq), the Aid to the Needy Blind Law and Aid to the Partially Self-Supporting Blind Law (Division 5, Welfare and Institutions Code, Section 3000, et seq and 3400 et seq, respectively) and more specifically delegates to the hereinafter designated agents the authority to:

1. Grant or deny an application or reapplication for aid.

2. Grant or deny a restoration of aid. In OAS this includes conditional restoration following discontinuance because of employment and required final action on such restorations.

3. Increase aid either currently or retroactively.

4. Decrease aid either currently or retroactively.

5. Discontinue aid either currently or retroactively.

6. Authorize suspension of aid payments.

7. Authorize return of erroneous repayments.

The aforesaid authority shall in all instances be exercised only after careful consideration of the pertinent provisions of the applicable law and all of the facts of the case.

This Board does appoint the Director of Welfare to act in the place and stead of the aforesaid Board of Supervisors. (Resolution No. 57-77)

12/19/72 Director of the Human Services Delivery System be, and is hereby authorized to release any liens of record which are paid in full without further Board action, claimed against such recipients of aid contrary to the provisions of AB 59-1963 re: Categorical Aid Programs.

6/29/82 Revised criteria and standards and other conditions for the administration of the General Assistance Program in Napa County was approved (Resolution No. 82-35). For further information on this subject, contact the Department of Social Services.

12/22/87	Director of Human Services Delivery System was authorized to enter into a contract for the insurance of welfare clients, with the State Compensation Insurance Fund.

RESERVED FOR FUTURE USE

VETERAN'S SERVICE OFFICER

12/22/87 The Veteran's Service Officer was placed under the administrative direction of the Director of Human Services Delivery System when the Social Services and Mental Health Departments were integrated May 13, 1980.

WILDLIFE CONSERVATION

3/21/72 District Attorney's Special Fund authorized for the purpose of fish and game investigations, subject to the following:

The use of the fund will only be with the approval of the District Attorney and will be subject to the legal and fiscal control of the District Attorney. The use of this investigative fund shall be limited to:

1. Purchase of contraband fish and game.

2. Purchase of valid information on fish and game violations from valid informant.

3. Purchase of limited quantity of material, infrared films, etc.

4. Fixed assets will not be authorized to be purchased through this fund.

At the time of the final accounting, the fish and game fund will replenish the County's General Fund for any expenditures made from the District Attorney's Special Fund for fish and game investigative purposes. The maximum amount of $2,500 for the District Attorney's Special Fund shall be replenished as needed.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE NEW ADMINISTRATIVE POLICY MANUAL NUMBERING FRAMEWORK AND REPEALING OUTDATED POLICY MANUAL SECTIONS

WHEREAS, Napa County has entered into an agreement with CivicPlus to host Napa County's Administrative Policy Manual on a website open to the public; and

WHEREAS, it is necessary to update the Administrative Policy Manual prior to the rollout to reorganize the policies by subject area and eliminate outdated policies.

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors that the classification and numbering framework set forth in Exhibit A is hereby adopted and staff is directed to make non-substantive revisions to the policies to be consistent with the new classification and numbering framework; and

BE IT FURTHER RESOLVED that the administrative policies set forth in Exhibit B are deemed outdated and unnecessary and are hereby repealed; and

BE IT FURTHER RESOLVED that the Office of County Counsel is directed to maintain the new Administrative Policy Manual website.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July 2026, by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	NONE
ABSTAIN:	SUPERVISORS	NONE
ABSENT:	SUPERVISORS	NONE

NAPA COUNTY, a political subdivision of the State of California

_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: July 20, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A

NAPA COUNTY ADMINISTRATIVE POLICY MANUAL FRAMEWORK

Title 1 INTRODUCTION

The purpose of this Administrative Policy Manual is to establish clear, consistent, and legally compliant guidelines for administrative functions that apply across County departments. It serves as a centralized repository for countywide policies issued by the Board of Supervisors. This manual aims to:

- Promote consistent and equitable practices;
- Strengthen internal controls;
- Improve organizational communication and transparency;
- Reduce legal and financial risk;
- Ensure compliance with laws, regulations, and standards; and
- Facilitate efficient use of County resources.

These policies are designed to guide decisions and actions, ensure compliance, and support fair, equitable, efficient, and coordinated public service delivery across Napa County operations.

Title 2 ADMINISTRATION

Title 3 FISCAL

Title 4 RISK MANAGEMENT

Title 5 FACILITIES AND EQUIPMENT

Title 6 PLANNING, BUILDING AND ENVIRONMENTAL SERVICES

Title 7 LIBRARY

Title 8 PURCHASING

Title 9 INFORMATION TECHNOLOGY

Title 10 PERSONNEL

Title 11 MISCELLANEOUS

EXHIBIT B

The following Administrative Policy Manual sections are hereby repealed, effective July 28, 2026:

Section Number	Name of Policy
2	Agricultural Commissioner
3	Airport
4	Assessment District Policy
5	Assessor
7	Assessment Appeals Board
8D	Waste Reduction and Recycled Content Procurement Policy
8J	Teleconference Participation by Board Meetings
9	Building Inspection
10	Clerk of the Board
13	Cooperative Extension
14	Corrections[1]
15	County Clerk/Recorder
16	County Counsel[2]
17	Court Executive Officer[3]
22	Fire Protection
23	Flood Control District
24	HHSA[4]
27	Lake Berryessa
28	Law Library
31	Management Information Services
32	Behavioral Health
34	Napa Berryessa Resort Improvement District
35	Napa County Fair
36	Napa Valley Housing Authority
38A	Space Standards
41	Sheriff
41A	Supplemental Law Enforcement
41B	Physical Performance Program

[1] Although Administrative Policy Section 14 is being repealed, Resolution 79-101 shall not be repealed and shall remain in effect.

[2] Although Administrative Policy Section 16 is being repealed, Resolution 95-157 shall not be repealed and shall remain in effect.

[3] Although Administrative Policy Section 17 is being repealed, Resolution 91-91 shall not be repealed and shall remain in effect.

[4] Although Administrative Policy Section 24 is being repealed, Resolution 17-154 shall not be repealed and shall remain in effect.

42	Social Services[5]
44	Reserved for future use
47	Veteran's Service Officer
48	Wildlife Conservation
A	2004 Vision Statement

[5] Although Administrative Policy Section 42 is being repealed, Resolutions 57-77 and 82-35 shall not be repealed and shall remain in effect.

Administrative Policy Modernization Project

Project Overview, Framework Adoption & Policy Repeal

July 28, 2026

A Tradition of Stewardship
A Commitment to Service

Today

01 What Are Administrative Policies?

02 The County's Existing Policy Manual

03 The Modernization Approach

04 Project Plan & Timeline

05 Today's Board Action

06 Next Steps

01 | What Are Administrative Policies?

A Tradition of Stewardship
A Commitment to Service

Municipal / County Code

- Law — adopted by ordinance
- Requires formal amendment to change
- Enforceable by fines or penalties
- Governs conduct of the public

TODAY'S FOCUS

Administrative Policies

- Internal operational directives
- Adopted/amended by Board or CEO
- Guide staff decisions & actions
- Promote legal, consistent, fair practices

Procedures / Guidelines

- Step-by-step how-to instructions
- Implement policy at the dept. level
- May vary by department
- Updated by management as needed

To provide a centralized repository of countywide policy direction — improving communication, reducing risk, ensuring legal compliance, and promoting consistent, equitable public service delivery across all departments.

02 | The County's Existing Policy Manual

A Tradition of Stewardship
A Commitment to Service

112
Existing policies under review

33
Can be repealed

10
New subject-matter chapters proposed

Current State: What We Have

Organized alphabetically by department
Difficult to find policies by topic; not intuitive for staff or the public.

Housed internally on Chardonnay
Stored on an internal network drive — not publicly accessible/searchable online.

Many policies are outdated
Some reflect outdated/superseded organizational structures, titles, and laws.

Written as historical records, not directives
Some policies list prior Board actions rather than ongoing, actionable directive(s).

03 | The Modernization Approach

A Tradition of Stewardship
A Commitment to Service

New Organization Structure

Before: Alphabetical by Department

Dept. A → Dept. B → Dept. C → ...

After: Organized by Subject Matter

1. Introduction
2. Administration
3. Fiscal
4. Risk Management
5. Facilities & Equipment
6. Airport
7. Library
8. Purchasing
9. Information Technology
10. Personnel

Public Online Access via CivicPlus

Searchable & publicly accessible

Anyone can find and read County policies online — no internal system access needed.

Mobile-friendly platform

CivicPlus provides a modern, responsive interface designed for municipal policy publishing.

Easier to keep current

Online hosting makes future updates faster and more visible to staff and the public.

Improved accountability

Public transparency reduces risk and aligns with best practices in open government.

04 | Project Plan & Timeline

A Tradition of Stewardship
A Commitment to Service

Phase 1
Review & Classify

Complete

- All 112 policies reviewed
- Categorized: keep / repeal / revise
- Dept. & legal confirmation

✓ Complete

Phase 2
Framework & Repeal

TODAY

- Adopt chapter framework
- Repeal outdated policies
- Board resolution (Exhibits A & B)

Phase 3
Revise & Publish

Fall/Winter 2026

- Substantive policy revisions
- Meet & confer as needed
- Final Board adoption & publication

Each phase includes Board of Supervisors review and action at regularly scheduled meetings. Phases 1 & 2 presented together; Phase 3 returns Fall 2026.

05 | Board Action Requested

A Tradition of Stewardship
A Commitment to Service

Approve and authorize a Resolution adopting a new administrative policy numbering and classification framework and repealing outdated Administrative Policy Manual sections as identified in Exhibits A and B.

A Exhibit A — New Classification & Numbering Framework

Adopt the new subject-matter chapter structure

- 10 subject-matter chapters (Introduction through Personnel)
- New policy numbering system aligned to chapter structure
- Replaces current alphabetical-by-department organization

B Exhibit B — Repeal of Outdated Policies

Repeal outdated, superseded policies.

- Reviewed and confirmed by Dept. Heads and County Counsel
- Includes policies with obsolete org structures, titles, and references
- Board resolution formally removes these from the policy manual

06 | Next Steps

A Tradition of Stewardship
A Commitment to Service

Phase 3 & 4 work will proceed toward final review and update of all policies by end of calendar year.

01 Final Policy Revisions - Summer 2026

County Counsel attorneys and Department Heads complete substantive revisions to the remaining policies flagged for update — aligning language with current law, org structure, and the manual's purpose statement.

02 Meet & Confer(s) - Summer – Fall 2026

Any revised policies affecting represented employees will be subject to required meet-and-confer with applicable bargaining units before finalization.

03 Board Adoption - Fall/Winter 2026

Staff will return to the Board with a second administrative item for final adoption of the majority of revised policies. A small number will require individual Board discussion and direction.

04 Project Completion - End of 2026

Upon final Board adoption, the complete, reorganized Administrative Policy Manual will be published to the CivicPlus platform and made publicly accessible online.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 7/28/2026 | **File ID #:** 26-1376

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Tracy A. Schulze, Auditor-Controller

SUBJECT: Resolution to Transfer Fire Protection Tax Revenues Collected in the City of Calistoga to the City of Calistoga

RECOMMENDATION

Conduct a public hearing and adopt a Resolution pursuant to Revenue and Taxation Code Section 99.02 approving the transfer of Fire Protection Tax revenues collected within the City of Calistoga tax rate area to the City of Calistoga. (Fiscal Impact: Reduction of revenues of approximately $500,000 per fiscal year; County Fire Fund, Fund 2100; Budgeted)

BACKGROUND

Ad valorum property taxes are collected and allocated as required by Proposition 13 AB 8 factors, which were established in 1978. Records at the time the factors were created indicated structural fire protection within the City of Calistoga was serviced by County Fire. Therefore, the fire protection tax revenue collected from Calistoga's tax rate area has been allocated to County Fire. Over the years, the City of Calistoga has established a fire department with full staffing and apparatus to provide structural fire protection services to its residents. As a result, service agreements between County Fire and City Fire were implemented. Under the most recent Agreement for First Responder Services executed by the parties in 2024, the County paid the City to provide first responder services in certain County areas.

After discussions between the Calistoga City Manager, the County Chief Executive Officer, and the respective Fire Chiefs, it was determined to be in the best interests of both jurisdictions and their residents to terminate the current agreement and replace it with an automatic aid agreement. Under an automatic aid agreement, neither party would pay for first responder services provided by the other party in designated areas. In addition, the parties agreed that the fire protection tax collected within the City of Calistoga tax rate area should be redirected from the County to the City of Calistoga to fund fire protection services for its residents.

The amount of Fire Protection tax collected in the City of Calistoga's tax rate area is approximately $500,000 per fiscal year. If approved by the Board, the amount of Fire Protection Tax revenue the County receives would be reduced by approximately $500,000 per fiscal year beginning in fiscal year 2026-27; such amount would be

allocated to the City going forward, adjusted by annual assessed valuations and the AB 8 calculation.

Pursuant to California Revenue and Taxation Code (RTC) Section 99.02, the County may, by Board adoption of a resolution at a noticed public hearing, exchange any portion of its property tax revenues with another local agency within the same tax rate areas if it finds that (a) revenues are available for this purpose, (b) the transfer will not change the ratio of fees, charges or assessments in relation to other revenues of the County, (c) the transfer will not impair the County's ability to provide existing services, and (d) the transfer will not result in a reduction of property tax revenues to school entities. The item before you is the resolution required by RTC Section 99.02(b). If approved by the Board, the City Council must then adopt a resolution pursuant to RTC Section 99.02(c) accepting the property tax transfer.

If the tax transfer is approved by both parties, the Auditor-Controller will create a new tax code to reflect "City of Calistoga Fire Protection", directly allocating the Fire Protection tax revenue to the City according to the Prop 13 allocation methodology starting with the tax bills for fiscal year 2026-27, and distribute the funds in the same manner as all other taxes.

Requested Action: Adopt a resolution approving the transfer of fire protection tax revenues collected in the City of Calistoga tax rate area from the County to the City of Calistoga.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2100, County Fire Protection
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The City provides its own Fire Protection Services to its residents. Therefore, the property tax revenue collected for these services should be transferred accordingly.
Is the general fund affected?	No
Future fiscal impact:	Future Fire Fund budgets will reflect the reduction of revenues
Consequences if not approved:	The County Fire Fund will continue to collect the tax revenues which would require the County and City to continue service agreements. This is inefficient and not in the best interest of the City and County residents.

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 TRANSFER OF THE COUNTY'S FIRE PROTECTION TAX REVENUE IN TAX RATE AREA 001-000 TO THE CITY OF CALISTOGA PURSUANT TO REVENUE AND TAXATION CODE SECTION 99.02

WHEREAS, pursuant to Revenue and Taxation Code Section 99.02, any local agency may, by the adoption of a resolution of its governing body, determine to transfer any portion of its property tax revenues that is allocable to one or more tax rate areas within the local agency to one or more other local agencies having the same tax rate areas; and

WHEREAS, Napa County ("County") and the City of Calistoga ("City") share a tax rate area ("TRA"). Therefore, the County can voluntarily transfer property tax revenue to the City pursuant to Revenue and Taxation Code Section 99.02; and

WHEREAS, prior to the passage of Proposition 13, the County levied a property tax on properties in participating cities and unincorporated areas to fund structural fire protection services ("Fire Protection Tax"); and

WHEREAS, the County continues to receive Fire Protection Tax revenue from certain TRAs within the County, including the TRA in the City, in accordance with the AB 8 tax allocation formula; and

WHEREAS, the City has responsibility for providing structural fire protection to businesses and residents within its city limits; and

WHEREAS, the County desires to transfer 100% of the Fire Protection Tax revenue from TRA 001-000 and any future TRAs established in the City limits to the City to assist the City in providing structural fire protection services; and

WHEREAS, the County published the hearing notice required by Revenue and Taxation Code Section 99.02 in the Napa Valley Register prior to the hearing; and

WHEREAS, prior to the adoption of this resolution approving the transfer of Fire Protection Tax to the City, the Board held a public hearing to consider the effect of the proposed transfer on County fees, charges, assessments, taxes, or other revenues.

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

1. The Board hereby makes the following findings required by Revenue and Taxation Code Section 99.02(f):

a) Revenues are available for the transfer of Fire Protection Tax revenue to the City.

b) The transfer of Fire Protection Tax revenue to the City will not result in any increase in the ratio between the amount of revenues of the County that are generated by regulatory licenses, use charges, user fees, or assessments and the amount of revenues of the County used to finance services provided by the County.

c) The transfer of Fire Protection Tax revenue to the City will not impair the ability of the County to provide existing services.

d) The transfer of Fire Protection Tax revenue to the City will not result in a reduction of property tax revenues to school entities.

2. The Board hereby approves the transfer of 100% of the Fire Protection Tax revenue in TRA 001-000 and any future TRAs established in the City limits to the City in accordance with this Resolution and directs the County Auditor-Controller to notify the City Council of the proposed transfer by providing a copy of this resolution.

3. The Fire Protection Tax transfer authorized by Section 2 shall apply to all tax bills issued after September 1, 2026 ("Effective Date") provided that, prior to the Effective Date, the City Council of the City, by resolution, notifies the County Auditor-Controller of its approval of such transfer in accordance with Revenue and Taxation Code Section 99.02.

4. The Board hereby authorizes the County Auditor-Controller to take all actions necessary to implement the transfer of the Fire Protection Tax revenue to the City in accordance with this resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 28th day of July, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: Sabrina S. Wolfson
Deputy County Counsel

Date: July 16, 2026

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

Date: _____

By: _____

Processed By:

_____
Deputy Clerk of the Board