

Napa County

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



Agenda

Tuesday, October 7, 2025

9:00 AM

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

Board of Supervisors

Joelle Gallagher, District 1

Liz Alessio, District 2

Anne Cottrell, District 3

Amber Manfree, District 4

Belia Ramos, District 5

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

www.countyofnapa.org

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

ON A MATTER ON THE AGENDA

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

ON A MATTER NOT ON THE AGENDA

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

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

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

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

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

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

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

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

1. Call the Board of Supervisors Public Comment Line at 707-299-1776 during the item on which you want to speak. Comments will be limited to three minutes, subject to the discretion of the Chair. If you cannot make the meeting, you may leave a comment by voice mail by calling the Public Comment Line before or after the meeting.
2. Email your comment to publiccomment@countyofnapa.org 24 hours in advance of the meeting to ensure that your comment will be shared with all members of the Board of Supervisors.

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

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

1. CALL TO ORDER; ROLL CALL**2. PLEDGE OF ALLEGIANCE****3. PET OF THE WEEK**

- A. Presentation of the Pet of the Week. (No Fiscal Impact) [25-238](#)

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation recognizing October 2025 as “Domestic Violence Awareness Month” in Napa County. (No Fiscal Impact) [25-1691](#)

Attachments: [Proclamation](#)

5. CONSENT CALENDAR**Auditor-Controller**

- A. Accept and instruct the Clerk of the Board to file the annual Compliance Review of the Proximity Workforce Housing Assistance Program for the period of July 1, 2024 - June 30, 2025. (No Fiscal Impact) [25-1642](#)

Attachments: [Report](#)

Clerk of the Board

- B. Approval of minutes from the September 23, 2025 regular meeting and September 29, 2025 special meetings. (No Fiscal Impact) [25-98](#)

Attachments: [September 23, 2025](#)
[September 29, 2025 - 2:30pm](#)
[September 29, 2025 - 3:00pm](#)

County Counsel

- C. Approve a sole source with BTR Consulting LLC., due to the unique specialized nature of the firm’s work, and delegate signing authority to County Counsel to approve Agreement No. 260180B to assist County Counsel in providing legal guidance to the Department of Corrections. (Fiscal Impact: \$90,000 Expense; General Fund; Budgeted; Discretionary) [25-1736](#)

Attachments: [Agreement](#)

County Executive Office

- D.** Approve and authorize Agreement No. 260143B with Stericycle, Inc. with a term ending October 6, 2030, and a maximum compensation of \$55,000 annually to perform confidential material shredding and disposal services. (Fiscal Impact: \$55,000 Expense; General Fund; Budgeted; Discretionary) [25-1565](#)
- Attachments:** [Agreement](#)
- E.** Approve and authorize Agreement No. 260179B with Napa Valley Transportation Agency to provide support services at cost. (Fiscal Impact: \$190,000 Revenue; General Fund and ITS Fund; Budgeted; Discretionary) [25-1713](#)
- Attachments:** [Agreement](#)
- F.** Adopt a Resolution to continue a local emergency due to the Pickett Fire affecting the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory) [25-1729](#)
- [4/5 vote required]
- Attachments:** [Resolution](#)

County Fire Department

- G.** Approve a Budget Amendment to increase the Fire Operations Capital Assets appropriation by \$12,000 to complete a manufacturer modification in the new Type 6 emergency vehicle that was not included in the original capital asset request of \$347,062 for a new total of \$359,062. (Fiscal Impact \$12,000 Expense; Fire Fund; Not Budgeted; Discretionary) [25-1525](#)
- [4/5 vote required]

Housing & Community Services

- H.** Approve and authorize Amendment No. 5 to Agreement 170266B with Bitfocus, Inc. changing the contract maximum from \$255,242 to \$248,190 for the term of July 1, 2025 through June 30, 2026 and each automatic renewal thereafter, to maintain the number of licenses for users of the Homeless Management Information System (HMIS) and provide HMIS Community Administration Services. (Fiscal Impact: \$7,052 Expense reduction; Housing & Community Services Fund; Budgeted; Discretionary) [25-1574](#)
- Attachments:** [Agreement](#)

Library

- I.** Approve and authorize Amendment No. 3 to Agreement No. 210369B with Innovative Interfaces Inc.; Amendment No. 2 to Agreement No. 220018B with Unity Courier Service, Inc.; and Agreement No. 260116B with St. Helena Public Library for services related to the Integrated Library System. (Fiscal Impact: \$100,000 Reduced Expense; Library Fund; Budgeted; Discretionary) [25-1343](#)

Attachments: [Agreement - Innovative Interfaces](#)
[Agreement - Unity](#)
[Agreement - City of St Helena](#)

Napa Berryessa Resort Improvement District

- J.** Adopt a Resolution authorizing the District Engineer or Public Works Director to submit applications and execute documents for and on behalf of the District related to receiving financial assistance from Cal OES, including FEMA Disaster Relief Declaration No. 4683 for the January 2023 winter storm damage. (No Fiscal Impact) [25-1407](#)

Attachments: [Resolution](#)

Napa County Housing Authority

- K.** Approve and authorize Amendment No. 3 to Agreement No. 250009B (NCHA) with Environment Aqua, Inc. to increase the contract maximum from \$29,267 to \$41,600 in Fiscal Year 2025-2026 for water treatment services. (Fiscal Impact: \$12,333 Expense; Housing Authority Fund; Budgeted; Mandatory) [25-1690](#)

Attachments: [Agreement](#)

Public Works

- L.** Approve and authorize Agreement No. 260170B with YEI Engineers, Inc. for a maximum of \$504,772 for engineering services and construction support for the “Napa Library HVAC Replacement Project,” PW 25-42. (Fiscal Impact: \$504,772 Expense; Napa Library HVAC Replacement Project Fund; Budgeted; Discretionary) [25-1233](#)

Attachments: [Agreement](#)

- M.** Approval of plans and specifications for the “Low Voltage AV South Campus HHSA Conference Rooms Project” PW 24-38 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) [25-1596](#)

- N. Reject all bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Chiles Pope Valley Road Bridge Replacement RDS 15-23 Restoration and Monitoring Project. (No Fiscal Impact) [25-1636](#)
- Attachments:** [Budget Summary](#)
- O. Approve and authorize Amendment No. 1 to Agreement No. 230394B with KONE, Inc. to increase maximum compensation from \$84,508 to \$95,708 in fiscal year 2025-26 and up to \$101,464 per fiscal year in each of the optional renewal years, and to update the scope of work to include elevator emergency phone services at various County locations. (Fiscal Impact: \$11,200 Expense; Various Funds; Budgeted; Discretionary) [25-1674](#)
- Attachments:** [Agreement](#)
- P. Approve and authorize a Certificate of Acceptance of Avigation and Hazard Easement Deed from the Napa Sanitation District for the Laketricty Floating Solar Project within the Napa Sanitation District complex to preserve the Napa County Airport's right to engage in and support aviation uses and to prevent the subject property from being used in a manner which creates avigation hazards. (No Fiscal Impact) [25-1675](#)
- Attachments:** [Avigation and Hazard Easement Deed](#)
[Avigation Easement Map](#)
- Q. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact)
[4/5 vote required] [25-1707](#)

Recorder/County Clerk

- R. Approve and authorize Addendum No. 20 to Agreement No. 170547B with the California Department of Justice for cost-sharing in a statewide Electronic Recording Delivery System. (Fiscal Impact: \$1,850 Expense; Special Revenue Fund; Budgeted; Discretionary) [25-1652](#)
- Attachments:** [Agreement](#)

Sheriff

- S. Approve and authorize Agreement No. 260167B with All-Star Talent for recruitment staffing services. (Fiscal Impact: \$136,250; Expense; General Fund; Budgeted; Discretionary) [25-1453](#)

Attachments: [Agreement](#)

6. PUBLIC COMMENT

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

Planning, Building and Environmental Services (PBES)

9. PUBLIC HEARINGS

- A. Introduction and intent to adopt an ordinance of the Napa County Board of Supervisors, State of California, amending various sections of Chapter 5.70 (Single-Use Plastic Bag Reduction) and Chapter 5.80 (Reusable Foodware and Waste reduction) of the Napa County Code. (No Fiscal Impact) [25-1393](#)

Attachments: [Ordinance-Clean](#)
[Ordinance - Redline](#)
[Correction Memorandum \(added after meeting\)](#)

- B. Introduction and intent to adopt a Napa County ordinance amending Chapter 5.40 (peddling and soliciting) of the Napa County Code to conform to California Health and Safety Code requirements and to clarify the requirements. (No Fiscal Impact; Discretionary) [25-1709](#)

Attachments: [Ordinance - Clean](#)
[Ordinance - Redlined](#)

10. ADMINISTRATIVE ITEMS

County Executive Office

- A. Receive a presentation on the Risk Management Program. (No Fiscal Impact) [25-1402](#)
- B. Adopt a Resolution informing the public of the November 4, 2025, special election, the substance of Proposition 50, and information about local ballots and ballot drop box locations and hours. (No Fiscal Impact) [25-1718](#)

Attachments: [Resolution](#)

11. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa [25-1716](#)
- B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [25-1717](#)
(Gov. Code Section 54956.9(d)(1))
Name of Case: Garcia, Juan, et al. v. County of Napa, et al., Napa Superior Court Case No. 23CV000234
- C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [25-1738](#)
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Claims asserted by Alan Charles Dell'Ario relating to the appointment of Planning Commissioners and the production of records under the California Public Records Act.
Attachments: [Claim](#)

12. ADJOURNMENT**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, OCTOBER 21, 2025 AT 9:00 A.M.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, OCTOBER 3, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-238

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Pet of the Week

RECOMMENDATION

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



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1691

TO: Board of Supervisors
FROM: Neha Hoskins, Clerk of the Board
REPORT BY: Paulette Cooper, Deputy Clerk of the Board II
SUBJECT: Proclamation for Domestic Violence Awareness Month- October 2025

RECOMMENDATION

Presentation of a Proclamation recognizing October 2025 as “Domestic Violence Awareness Month” in Napa County. (No Fiscal Impact)

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Domestic Violence Awareness Month – October 2025

WHEREAS, NEWS Domestic Violence and Sexual Abuse Services has been a lifeline in Napa County for 44 years, opening the County’s first confidential safe house on October 5, 1981, and since then providing safety, shelter, and hope for survivors escaping abuse; and

WHEREAS, every year since 1989, the United States Congress has recognized October as **Domestic Violence Awareness Month**, reaffirming our nation’s commitment to stand against domestic violence and to meet the needs of survivors; and

WHEREAS, **Domestic Violence Awareness Month** is a time to raise awareness and to uplift the voices, needs, and experiences of survivors. This year’s national theme, “*With Survivors Always*,” calls on each of us to work in partnership with survivors, ensuring they are supported, believed, and never alone in their journey toward healing; and

WHEREAS, domestic violence is a public health crisis that touches every corner of our community, undermining the safety, health, and success of individuals and families. According to the U.S. Centers for Disease Control and Prevention’s 2022 National Intimate Partner and Sexual Violence Survey, nearly one in three women and one in four men in the United States report experiencing severe physical violence from an intimate partner during their lifetime, while nearly half of all adults report experiencing psychological aggression. Survivors are at greater risk of suicidal thoughts, economic instability, and long-term health challenges. Children who witness abuse are especially vulnerable, often carrying the trauma into adulthood. Beyond the human cost, domestic violence contributes to more than 10% of intentional violent deaths (excluding suicide) and carries an economic toll exceeding \$8 billion annually; and

WHEREAS, in observing **Domestic Violence Awareness Month**, Napa County reaffirms our commitment to survivors, honors the organizations and individuals who serve them, and strengthens our resolve to prevent domestic violence for future generations.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 7th day of October 2025, does hereby recognize **October 2025** as **Domestic Violence Awareness Month** in Napa County. We encourage all members of the community to uplift and support domestic violence survivors and those who serve them during this month and throughout the year.

Anne Cottrell, Chair

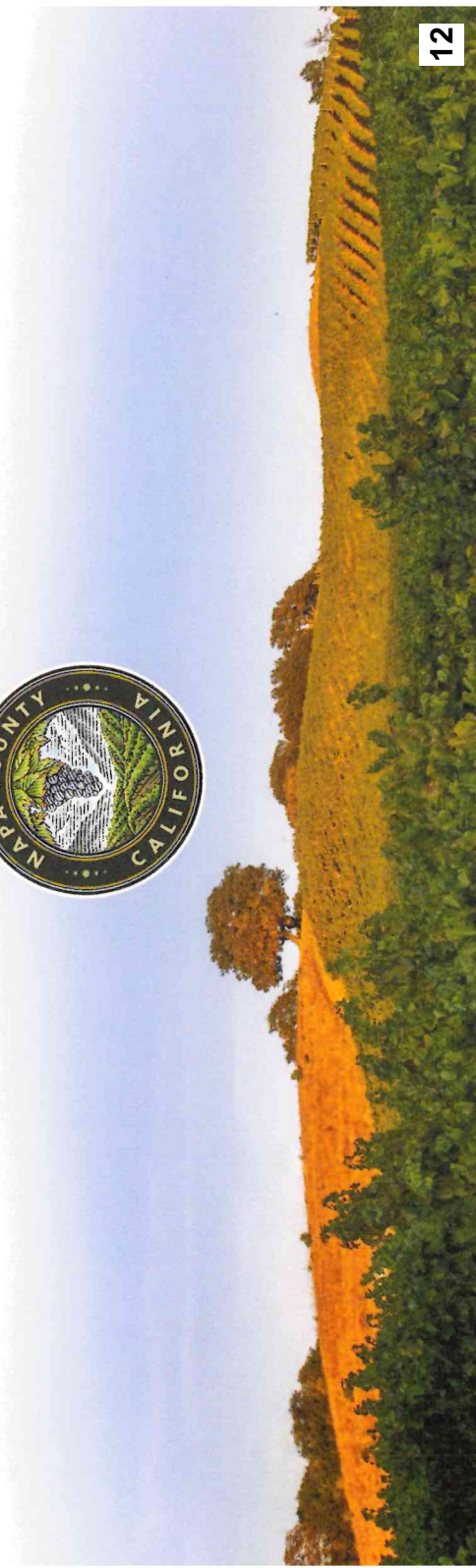
Amber Manfree, Vice Chair

Joelle Gallagher, District 1

Liz Alessio, District 2

Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS





Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1642

TO: Board of Supervisors
FROM: Tracy Schulze, Auditor-Controller
REPORT BY: Christine Hernandez, Deputy Auditor-Controller
SUBJECT: Proximity Workforce Housing Assistance Program Compliance Review

RECOMMENDATION

Accept and instruct the Clerk of the Board to file the annual Compliance Review of the Proximity Workforce Housing Assistance Program for the period of July 1, 2024 - June 30, 2025. (No Fiscal Impact)

BACKGROUND

The Department of Housing & Community Services oversees and administers the Proximity Workforce Housing Assistance Program (Program), which was established on December 7, 2010. The Program's purpose is to support low-to moderate-income households in purchasing homes near their place of employment. By expanding affordable housing opportunities, the Program is designed to strengthen the jobs-to-housing connection for Napa County (County) workforce and to reduce the displacement of workers who might otherwise be compelled to purchase homes outside the County due to lower housing costs.

Following the Board of Supervisors' approval of revised guidelines on April 19, 2022, the Program now offers down payment assistance of up to 16.5% of the purchase price, provided in the form of a homebuyer assistance loan, for qualified applicants purchasing eligible properties.

To qualify for the Program, applicants must meet all requirements listed below:

- At least one household member must be employed in Napa County.
- The total household income may not exceed 120% of the County's Area Median Income (AMI), adjusted for household size.
- The purchase price of the home may not exceed 110% of the Median Home Price for the jurisdiction (city or town) in which the property is located.
- The property must be located within Napa County and within 20 miles of the applicant's place of employment.
- The home must be occupied as the owner's primary residence.

Requested Action: Accept and file the report.

FISCAL IMPACT

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary

ENVIRONMENTAL IMPACT

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



A Tradition of Stewardship
A Commitment to Service

Napa County
Review of Proximity Workforce Housing Assistance
Program

For the period of
July 1, 2024 to June 30, 2025

Tracy A. Schulze
Auditor-Controller
Internal Audit Section
September 15, 2025

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Internal Audit / Grant Compliance Team

Christine Hernandez - Deputy Auditor-Controller
Kaitlin Ager - Principal Grant Compliance Auditor
Nicholas Kittredge - Grant Compliance & Internal Audit
Susan MacDonald - Internal Audit



A Tradition of Stewardship
A Commitment to Service

Auditor-Controller
1195 Third Street · Room B10
Napa, CA 94559

Main: (707) 253-4551
Fax: (707) 226-9065
www.countyofnapa.org

Tracy A. Schulze
Auditor-Controller

September 15, 2025

To the Board of Supervisors
Napa County, CA

Executive Summary

The Internal Audit Section of the Napa County Auditor-Controller's Office (Internal Audit) has completed a compliance review of the Napa County Proximity Workforce Housing Assistance Program (Program) for the period of July 1, 2024, through June 30, 2025 (Audit Period). The Program is administered by the Department of Housing & Community Services, formerly the Housing & Homeless Services Division of the County Executive Office.

Our procedures were conducted in accordance with the Global Internal Audit Standards (Standards) issued by the Institute of Internal Auditors. These Standards require Internal Audit to obtain and evaluate sufficient and appropriate evidence to meet engagement objectives, and to perform all work with independence, objectivity, proficiency, and due professional care.

The objectives of this compliance review were to determine whether recipients of Program loans met the eligibility requirements to receive assistance, and to assess whether other key provisions of the Program were administered in accordance with the Napa County Proximity Workforce Housing Assistance Guidelines (Guidelines), as revised and approved by the Board of Supervisors on April 19, 2022.

Based on our review, we conclude that Program loan recipients met the eligibility requirements, and that other key provisions of the Program were being administered in accordance with the Guidelines. Internal Audit also observed notable improvements in program administration compared to prior audits, particularly in the areas of documentation and use of the Neighborly system. Where opportunities for improvement were identified, we have included observations and recommendations to strengthen internal processes.

This report is a matter of public record and is provided for the information and use of the Director of Housing & Community Services, the Chief Executive Officer, and the Board of Supervisors. We extend our appreciation to the Internal Audit team and the staff of Housing & Community Services for their professionalism and collaboration throughout this engagement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Schulze", is written over the printed name.

Tracy A. Schulze
Auditor-Controller

Background

The Department of Housing & Community Services oversees and administers the Proximity Workforce Housing Assistance Program (Program), which was established on December 7, 2010. The Program's purpose is to support low-to moderate-income households in purchasing homes near their place of employment. By expanding affordable housing opportunities, the Program is designed to strengthen the jobs-to-housing connection for Napa County's workforce and to reduce the displacement of workers who might otherwise be compelled to purchase homes outside the County due to lower housing costs.

Following the Board of Supervisors' approval of revised Guidelines on April 19, 2022, the Program now offers down payment assistance of up to 16.5% of the purchase price, provided in the form of a homebuyer assistance loan, for qualified applicants purchasing eligible properties.

To qualify for the Program, applicants must meet all of the following requirements:

- At least one household member must be employed in Napa County.
- The total household income may not exceed 120% of the County's Area Median Income (AMI), adjusted for household size.
- The purchase price of the home may not exceed 110% of the Median Home Price for the jurisdiction (city or town) in which the property is located.
- The property must be located within Napa County and within 20 miles of the applicant's place of employment.
- The home must be occupied as the owner's primary residence.

Household income limits are updated annually by the California Department of Housing and Community Development (HCD) for each county. The Program Director applies these updates to establish income eligibility thresholds, which require that total household income not exceed 120% of the Area Median Income (AMI).

In addition, each year the Program Director issues a memorandum setting the maximum down payment assistance amount, based on the current median home price within each jurisdiction.

The following tables present the applicable thresholds for fiscal year 2024–25, including income limits by household size and maximum home purchase prices by jurisdiction.

| 2024-25 Maximum Total Gross Household Income Limit for Napa County | | | |
|--|------------------|----------------------|-----------------------|
| Household Size | Low Income (80%) | Median Income (100%) | Maximum Income (120%) |
| 1 | \$82,150 | \$90,700 | \$108,850 |
| 2 | \$93,900 | \$103,700 | \$124,400 |
| 3 | \$102,650 | \$116,650 | \$139,950 |
| 4 | \$117,350 | \$129,600 | \$155,500 |
| 5 | \$126,750 | \$139,950 | \$167,950 |
| 6 | \$136,150 | \$150,350 | \$180,400 |
| 7 | \$145,550 | \$160,700 | \$192,800 |
| 8 | \$154,900 | \$171,050 | \$205,250 |

| 2024-25 Median Home Prices for Napa County | | | |
|--|-------------------|----------------------|-------------------------------|
| Jurisdiction | Median Home Price | 110% of Median Price | Maximum Proximity Loan Amount |
| American Canyon | \$743,001 | \$817,305 | \$134,855 |
| Calistoga | \$907,166 | \$997,882 | \$164,651 |
| City of Napa | \$892,860 | \$982,146 | \$162,054 |
| Unincorporated County | \$907,166 | \$997,882 | \$164,651 |
| St. Helena | \$907,166 | \$997,882 | \$164,651 |
| Yountville | \$907,166 | \$997,882 | \$164,651 |

Objectives and Scope

The objectives of this compliance review were to determine:

1. If applicants met the eligibility requirements to receive Program loans in accordance with the Program Guidelines; and
2. If other key requirements of the Program were administered in compliance with the Program Guidelines.

The scope included a review of the Program's records for the period from July 1, 2024 through June 30, 2025.

Procedures and Results

Internal Audit reviewed the Proximity Workforce Housing Assistance Guidelines, as approved by the Board of Supervisors on April 19, 2022, and obtained training on the use of Neighborly, the online application platform utilized by the Department of Housing & Community Services, to access and review all applicant files within the Audit Period.

1. **Procedure One:** Reviewed all loan applications within the Audit Period to verify file completeness, including applications that were closed, denied, withdrawn, or funded.

Results: Exception noted.

- i. **CASE ID 31565:** The Title Company did not provide a recorded copy of the Second Mortgage Agreement.

Program Management Response

Program Staff acknowledge the missing Second Mortgage Agreement for Case ID 31565 and will upload the executed copies once available.

2. Procedure Two: Reviewed all loans funded in the Audit Period to:

- a. Confirm that the purchase price of each home did not exceed 110% of the median home price for the same jurisdiction (Guidelines, Section 201 – Proximity Housing Assistance):

Results: No exceptions noted.

- b. Confirm that the first mortgage, excluding closing costs and insurance, did not exceed 82% of the value of the purchased home (Guidelines, Section 201 – Proximity Housing Assistance).

Results: No exceptions noted.

- c. Confirm that the total down payment amount contributed by the applicant, including gifts, did not exceed 16.5% of the purchase price.

Results: No exceptions noted.

- d. Confirm that the Program loan amount did not exceed 16.5% of the home purchase price (Guidelines, Section 201 – Proximity Housing Assistance).

Results: No exception noted.

- e. Review executed Second Mortgage Agreements to ensure required provisions for maintenance, insurance, and refinancing were included and signed by the Buyer(s) (Guidelines, Section 404 – Other).

Results: No exceptions noted.

- f. Confirm that the property purchased was located within 20 (road) miles of the place of employment of the Proximity Workforce household member (Guidelines, Section 201 – Proximity Housing Assistance).

Results: No exception noted.

- g. Verify that at least one household member was certified as a Proximity Workforce Member at the time of purchase execution (Guidelines, Section 301 – Qualification to Receive Proximity Housing Assistance).

Results: No exceptions noted.

- h. Review written requests, if any, from applicants for a special review of variances from the Board-approved Guidelines due to unusual hardship, and the outcomes determined by the special review committee (Guidelines, Section 501 – Special Review).

Results: No variances were on file.

- i. Review grievances, if any, filed with the Board of Supervisors by applicants appealing determinations made by County staff, and the outcomes from the Board's review (Guidelines, Section 502 – Grievance Procedures).

Results: No grievances were on file.

- j. Confirm that total disbursements for all funded loans agreed with the Promissory Notes, wire transfers, and department general ledger records.

Results: No exceptions noted.

Observations and Recommendations

Effective July 1, 2024, and in agreement with the Program Director, the audit period was revised from a calendar year to a fiscal year. The tables below illustrate the significant growth of the Program since 2022.

Between 2019 and 2022, the number of loans funded declined, influenced by factors such as economic uncertainty, rising mortgage rates, and the impacts of the COVID-19 pandemic. However, while the number of loans funded under both the 2019 Guidelines and the 2022 Guidelines remained consistent, total loan disbursements increased by 115%. This growth reflects both rising home values and the expanded down payment assistance of up to 16.5% provided under the revised 2022 Guidelines.

| 2019 Guidelines | Loans Funded | Total Funded | Avg WPH Loan |
|------------------------------|---------------------|---------------------|---------------------|
| 2019-2021 | 47 | \$ 2,381,337 | \$ 50,956 |
| 2022 Guidelines | Loans Funded | Total Funded | Avg WPH Loan |
| 2022-2025 | 48 | \$ 5,128,673 | \$ 109,769 |
| % Increase in Funding | | 115% | 115% |

| Funding per WPH Program Records | | | | |
|--|---------------------------|---------------------|----------------------------|---------------------|
| Calendar Year | Total Applications | Total Funded | Total Amount Loaned | Average Loan |
| 2019 | 31 | 22 | \$ 1,128,567 | \$ 51,299 |
| 2020 | 29 | 15 | 711,200 | 47,413 |
| 2021 | 24 | 10 | 541,570 | 54,157 |
| 2022 | 22 | 3 | 342,704 | 114,235 |
| 2023 | 24 | 21 | 2,227,500 | 106,071 |
| 2024 (Jan-Jun) | 4 | 4 | 454,245 | 113,561 |
| Fiscal Year Ended | | | | |
| Jun 2025 | 56 | 20 | 2,104,194 | 105,210 |
| Total | 190 | 95 | \$ 7,509,980 | \$ 84,564 |

The increasing number of applications continues to place demands on staffing resources, as each file contains between 40 and 90 documents requiring collection, review, and verification. At the same time, Internal Audit noted marked improvements compared to prior years, particularly with the implementation of the Neighborly online application and document management system. This has streamlined processes, enhanced consistency, and improved overall efficiency.

During our review, we noted that one version of escrow instructions currently in circulation is no longer consistent with the revised Guidelines. This version requires Title Companies to verify a borrower contribution of at least 3.5% toward the down payment prior to closing, a requirement not reflected in the current Guidelines. To prevent confusion among Title Companies and borrowers, we recommend that this outdated version be removed from use.

Additionally, Internal Audit recommends implementing a post-closing checklist to ensure each file contains all required documentation to demonstrate compliance with Program Guidelines, as well as all documents required to be recorded by the Title Companies. This control would help ensure completeness and consistency across Program records.

Program Management Response

Program staff agree with the recommendations provided. The Guidelines were updated in July 2023 and reduced the borrower contribution to 1.5% from 3.5%. Program staff will ensure the older version of the escrow instructions is archived. Program staff have a post-closing checklist to ensure each file contains all required documentation, as well as each document required to be recorded by the Title Company. First Mortgage Notes are not held in Proximity Program files.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-98

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 September 23, 2025 regular meeting and September 29, 2025 special meetings.
(No Fiscal Impact)



Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Tuesday, September 23, 2025

9:00 AM

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

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Napa County Hispanic Chamber of Commerce Chief Executive Officer Alonso Corona led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

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

[25-237](#)

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

Motion Text: Approve the Proclamations and Commendations.

Voting Yes: Alessio, Ramos, Gallagher, Manfree, and Cottrell

Voting No: None

Recusals: None

Result: Passed

- A. Presentation of a Proclamation recognizing September 2025 as “National Recovery Month” in Napa County. (No Fiscal Impact) [25-1417](#)

Vice-Chair Amber Manfree presented the proclamation.

Health and Human Services Agency Behavioral Health Manager Zachariah Todd received the proclamation and made presentation.

- B. Presentation of a Proclamation recognizing September 2025 as “Hispanic Heritage Month” in Napa County. (No Fiscal Impact) [25-1418](#)

Supervisor Belia Ramos presented the proclamation.

Gerardo Martin received the proclamation and made presentation.

Two (2) people spoke during public comment.

- C. Recognize Dina Jose for her service and contributions as Director of Corrections for Napa County. (No Fiscal Impact) [25-1419](#)

Chair Anne Cottrell presented the proclamation.

Director of Corrections Dina Jose received the proclamation and made presentation.

Discussion held.

5. CONSENT CALENDAR

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

Auditor-Controller

- A. Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the County of Napa as required by Article XIII B of the California Constitution. (No Fiscal Impact) [25-1515](#)

Enactment No: R-2025-97

- B. Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Pipeline Project, as required by Article XIII B of the California Constitution. (No Fiscal Impact) [25-1516](#)

Enactment No: R-2025-98

- C. Accept and instruct the Clerk of the Board to file the report summarizing the countywide internal control review of the capital asset inventory certification process for the Fiscal Year Ended June 30, 2024. (No Fiscal Impact) [25-1629](#)
- D. Deny State assessed unitary property tax refund claim for return of 2020-21 taxes paid on Assessor Parcel No. 799-000-161-000 in accordance with Revenue and Taxation Code section 100 and Sections 5096 and 5097 (Utility company). (No Fiscal Impact) [25-1651](#)

Clerk of the Board

- E. Approval of minutes from the September 9, 2025 regular meeting and September 16, 2025 special meeting. (No Fiscal Impact) [25-704](#)
- F. Appoint David Church to the Monticello Public Cemetery District Advisory Committee with term of office to commence immediately and expire on December 31, 2026. (No Fiscal Impact) [25-1633](#)
- G. Reappoint Donald Chase, for a third term, to the Napa County Assessment Appeals Board to represent the Property Appraiser Certified by the Board of Equalization with terms of office to commence immediately and expire on September 6, 2028. (No Fiscal Impact) [25-1634](#)

County Counsel

- H. Approve a Budget Amendment to increase appropriations in the Conflict Public Defender Budget for indigent defense costs. (Fiscal Impact: \$150,000 Expense; Not Budgeted; General Fund; Mandatory) [4/5 vote required] [25-1659](#)
- I. Adopt a Resolution continuing the proclamation of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Discretionary) [4/5 vote required] [25-1665](#)

Enactment No: R-2025-99

District Attorney

- J. Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Victim/Witness Assistance Program. (Fiscal Impact: \$376,543 Revenue; General Fund; Budgeted; Discretionary) [25-1620](#)

Enactment No: R-2025-100

- K. Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Violence Against Women Vertical Prosecutions Program. (Fiscal Impact: \$202,545 Revenue; General Fund; Budgeted; Discretionary) [25-1621](#)

Enactment No: R-2025-101

- L. Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach Program. (Fiscal Impact: \$196,906 Revenue; General Fund; Budgeted; Discretionary) [25-1622](#)

Enactment No: R-2025-102

Elections

- M. Approve a budget amendment to increase Election Division appropriations offset by an increase in State Funding for the November 4, 2025 Statewide Special Election. (Fiscal Impact: Net Zero; General Fund; Not Budgeted; Mandatory) [25-1616](#)
[4/5 Vote Required]

Housing & Community Services

- N. Approve and authorize a budget amendment to support the Housing Authority's water treatment services. (Fiscal Impact: \$29,688 Expense; County Service Area No.4 Fund; Not Budgeted; Discretionary) [25-1682](#)
[4/5 vote required]

- O. Approve and authorize agreement No. 250431B for \$125,000 with Community Initiatives (The ADU Center) to provide technical assistance to the County of Napa's ADU Loan Program through June 30, 2026. (Fiscal Impact: \$125,000 Expense; Affordable Housing Fund; Budgeted; Discretionary) [25-1687](#)

Enactment No: A-250431B

Human Resources – Division of CEO's Office

- P. Adopt a Resolution to amend Napa County Policy Manual Part I Section 37C-1, Management Compensation Plan - Management Classified, effective September 1, 2025. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary) [25-1599](#)

Enactment No: R-2025-103

Lake Berryessa Resort Improvement District

- Q. Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Lake Berryessa Resort Improvement District as required by Article XIII B of the California Constitution. (No Fiscal Impact) [25-1512](#)

Enactment No: R-2025-02 (LBRID)

Napa Berryessa Resort Improvement District

- R. Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Napa Berryessa Resort Improvement District as required by Article XIII B of the California Constitution. (No Fiscal Impact) [25-1514](#)

Enactment No: R-2025-04 (NBRID)

Napa County Housing Authority

- S. Approve and authorize Agreement No. 260134B (NCHA) with Natural Systems Utilities CA, Inc. for a maximum of \$113,475 for the partial fiscal year October 1, 2025, through June 30, 2026, then increasing to \$125,475 yearly, for the operation of public water systems, including water system inspection, testing, and maintenance at the Calistoga, River Ranch, and Mondavi Farmworker Centers and the related Budget Amendment. (Fiscal Impact: \$113,475 Expense; Napa County Housing Authority Fund; Not Budgeted; Discretionary) [25-1533](#)
[4/5 vote required]

Enactment No: A-260134B (NCHA)

Probation

- T. Approve and authorize grant funding and Agreement No. 260057B with the Office of Traffic Safety to provide intensive probation supervision for high-risk felony and repeat DUI offenders. (Fiscal Impact: \$205,000 Revenue; General Fund; Budgeted: Discretionary) [25-1231](#)

Enactment No: A-260057B

Public Works

- U. Approve and authorize Amendment No. 3 to Agreement No. 190062B with Lionakis; Amendment No. 3 to Agreement No. 220333B with Geocon Consultants, Inc.; Amendment No. 1 to Agreement No. 250329B with One Workplace L. Ferrari, LLC; and Amendment No. 3 to Agreement No. 200212B with Vanir Construction Management Inc. for work on Replacement Detention Facility Project, PW 20-100. (Fiscal Impact: \$244,900 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) [25-1353](#)

Item pulled for discussion. See item 8.

- V. Approve and authorize Agreement No. 260131B with Mead & Hunt, Inc. for two years with a maximum compensation of \$80,000 per fiscal year for on-call, aviation specific, architectural and engineering services. (Fiscal Impact \$80,000 Expense; Airport Fund; Budgeted; Discretionary) [25-1553](#)

Enactment No: A-260131B

- W. Approve and authorize Amendment No. 3 to Agreement No. 240001B with United Site Services of California, Inc. to increase maximum compensation for non-routine services from \$8,000 to \$18,000 for a maximum total compensation of \$39,000 in fiscal year 2025-26 to provide portable restroom and sanitation services. (Fiscal Impact: \$10,000 Expense; Various Departments; Budgeted; Discretionary) [25-1561](#)

Enactment No: A-240001B Amend. 3

- X. Award of Construction Contract to O.C. Jones & Sons, Inc of Berkeley, CA, in the amount of \$603,000 for the “Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project,” PW 25-46; and approve a Budget Amendment. (Fiscal Impact \$1,074,005 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [25-1610](#)
[4/5 vote required]

- Y. Approve a report of emergency Public Works actions on three projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [25-1611](#)
[4/5 vote required]

- Z. Adopt a Resolution approving a Title VI Plan Update which is a requirement for agencies receiving federal financial assistance. (No Fiscal Impact) [25-1637](#)

Enactment No: R-2025-104

- AA. Approve and authorize the Director of Public Works to execute Contract Change Order No. 2, Part 2B to Agreement No. 250437B with Valentine Corporation to increase the maximum compensation from \$763,369 to \$832,260; and approve and authorize Amendment No. 6 to Agreement No. 230084B with ADKO Engineering, Inc. to increase the maximum compensation from \$624,991 to \$629,273 for additional construction support and environmental services for the Chiles Pope Valley Road MPM 3.63 Project 23006. (Fiscal Impact; \$73,173 Expense; SB-1 Fund; Budgeted; Discretionary)
[4/5 vote required]

Enactment No: A-230084B Amend. 6

- AB. Approve and authorize Amendment No. 1 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., to increase the contract maximum amount from \$418,320 to \$443,360 to provide additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37. (Fiscal Impact: \$25,040 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

Enactment No: A-240311B Amend. 1

- AC. Approve and authorize Amendment No. 1 to Agreement No. 250299B with Nacht & Lewis Architects, Inc. to increase the contract maximum amount from \$149,600 to \$439,630 to provide detailed construction plans, bidding assistance, and construction support services for the JJC Building Maintenance Project, PW 25-12; and approve a Budget Amendment. (Fiscal Impact: \$320,030 Expense; Capital Improvements Project Fund; Not Budgeted; Discretionary)
[4/5 vote required]

Enactment No: A-250299B Amend. 1

6. PUBLIC COMMENT

Two (2) people spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher reported on a meeting at Carneros Fire Station 210 to discuss the formation of the Carneros Fire Safe Council. Supervisor Gallagher mentioned that she did a tour of the Flood District's 58 acres which will become the South Napa Wetlands Park in which it should be open to the public in about a year. Lastly, Supervisor Gallagher reported that the EPA proposed to reverse the endangerment findings from 2009. These findings link greenhouse gases to climate change and public health threats. This is something being tracked by the Bay Area Air Quality Management District in which Supervisor Gallagher will report out once she has more information.

Supervisor Liz Alessio thanked the Napa County Public Works Department for the work done on Dry Creek Road at the bridge near Mount Veeder. Supervisor Alessio will host a neighborhood meeting for Dry Creek and Mount Veeder on Saturday October 11, 2025 from 10:00am to 11:30am. Lastly, Supervisor Alessio reported on her attendance at the following events: the Napa County Sheriff's Car Show, the One Mind Science and Innovation Symposium, and the Suicide Prevention Conference with a special appreciation to the City of Calistoga Councilmember Lisa Gift, who was the keynote speaker.

Vice-Chair Amber Manfree reported on her participation in the Coastal Cleanup event with the Research Conservation District. She also mentioned attending the Master Gardeners Fall Faire which educated the public on how to garden better. Lastly, Vice-Chair Manfree reported on attending a Town Hall event at Circle Oaks on September 12, 2025. There will be another Town Hall event on October 1, 2025 in Gordon Valley.

Supervisor Belia Ramos provided updates from the Association of Bay Area Governments (ABAG) Legislative Committee and Metropolitan Transportation Committee (MTC) Greater Executive Board that SB63 has passed both chambers and is awaiting the governor's signature. SB63 is a five-county measure that will have MTC oversight. Four (Santa Clara, San Mateo, Alameda, and Contra Costa) counties will have a half of a percent sales tax added to transactions and San Francisco County will have a one percent sales tax added to transactions to be able to fund transportation improvements. This type of multi county collaboration will help set the stage for how to pursue a housing funding measure in 2028. Secondly, Supervisor Ramos thanked the California State Association of Counties (CSAC) Board of Directors for voting on a budget proposal for CSAC's historic building on 1100 K Street to add a sixth floor. Also, the Napa Valley Waste Management Authority took action to increase tipping fees and put in a cost inflator. They approved the construction loan for \$10 million with an overall cost of \$30 million. The Airport Noise Working Group had another meeting to discuss the recent complaints and request that anyone who has complaints to be directed to the working group hot line to assist in compiling the data. Lastly, Supervisor Ramos reported on "The Wall that Heals" display coming to American Canyon October 16-19. The opening ceremony will be on Thursday, October 16, 2025 at 6:00pm, the in-memory ceremony is on Saturday, October 18, 2025 at 6:00pm, and the closing ceremony is Sunday October 19, 2025 at 6:00pm. This will all take place at the Independence Park, formerly known as Community Park II. Lastly, Supervisor Ramos toured the Napa Valley Education Foundations new facility on Third Street in Napa. A community open house will take place on Sunday, September 28, 2025.

Chair Anne Cottrell reported on the Rural County Representatives of California (RCRC) annual meeting in Placer County. She acknowledged Fire Administrator J.R. Rogers who spoke about Napa County's fire prevention measures and Chief Executive Officer Ryan J. Alsop who spoke about Artificial Intelligence in county government.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 5U

Supervisor Belia Ramos made presentation.

Director of Public Works Steven Lederer made presentation.

Discussion held.

Direction provided to staff.

Motion Text: Approve the requested actions.

Voting Yes: Ramos, Alessio, Gallagher, Manfree, and Cottrell

Voting No: None

Recusals: None

Result: Passed

**Enactment No: A-190062B Amend. 3, A-220333B Amend. 3,
A-250329B Amend. 1; A-200212B Amend. 3**

9. ADMINISTRATIVE ITEMS

County Executive Office

- A. Receive presentation of Development Impact Fee Nexus Studies for Transportation and Affordable Housing and Commercial Linkage and provide direction. (No Fiscal Impact) [25-524](#)

Assistant Chief Executive Officer Rebecca Craig made presentation.

Director of Housing and Community Services Jennifer Palmer made presentation.

Four (4) people spoke during public comment.

Discussion held.

Direction provided to staff.

Napa County Groundwater Sustainability Agency

- B. Provide Napa County Groundwater Sustainability Agency with an update and receive feedback on Napa Valley Subbasin Groundwater Sustainability Plan (GSP) implementation progress since 2022, including: 1) Water Conservation and Groundwater Pumping Reduction program elements, 2) NCGSA Pilot Water Certification Partnership process, and 3) provide recommendations to the NCGSA to support GSP implementation activities. (No Fiscal Impact) [25-1359](#)

Planning, Building, and Environmental Services Natural Resources Conservation Manager Jamison Crosby made presentation.

Luhdorff & Scalmanini Senior Principal Hydrologist Vicki Krestinger Grabert made presentation.

ERA Economics Principal Economist Duncan MacEwan made presentation.

Three (3) people spoke during public comment.

Discussion held.

Planning, Building and Environmental Services (PBES)

- C. Receive an update on code compliance efforts and consider a recommendation regarding the conclusion of the Use Permit Compliance Program. (No Fiscal Impact) [25-1392](#)

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

Deputy County Counsel Jason Dooley made presentation.

Discussion held.

Direction provided to staff.

10. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

- A. Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Chapter 5.36 (Temporary Events) of the Napa County Code relating to application, processing, and noticing requirements for temporary events in Napa County; Section 18.10.020 (Duties - Specific Subjects) of Chapter 18.10 (Zoning Administrator) relating to the Zoning Administrator's duties to hear and decide temporary event license applications; and Section 18.120.010 (Exception to Use Limitations) of Chapter 18.120 (Exceptions) to update the temporary event categories, and adopt a Resolution adopting the Temporary Events Manual and directing that the manual and application packet is maintained by Planning, Building and Environmental Services. (No Fiscal Impact) [25-1340](#)

Item removed from the agenda.

Public Works

- B. Adopt a Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining a right of way for a public trail and County services; and approve and authorize Management Agreement No. 8700 with Napa County Regional Park and Open Space District to operate the retained public trail easement. (No Fiscal Impact) [25-1614](#)

(CONTINUED FROM AUGUST 19, 2025)

Chair Anne Cottrell opened the public hearing.

Director of Public Works Steven Lederer made presentation.

General Manager of the Napa County Parks and Open Space District Chris Cahill made presentation.

Discussion held.

Chair Anne Cottrell closed the public hearing.

Motion Text: Approve the requested actions.

Voting Yes: Cottrell, Alessio, Gallagher, Manfree, and Ramos

Voting No: None

Recusals: None

Result: Passed

Enactment No: R-2025-105; A-8700

11. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa [25-1460](#)

Item removed from the agenda.

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [25-1663](#)
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): Claim of Circle Oaks Homes Assoc. received July 24, 2025; Claim of Darrel W. Harris received July 17, 2025; Claim of Thomas Falcon received July 14, 2025; and Claim of Christian W. Brix received July 25, 2025 (total 4 claims).

One (1) person spoke during public comment.

Deputy County Counsel Jason Dooley reported that there was no reportable action on Closed Session Item 11A or 11B from the September 09, 2025, Board of Supervisors meeting.

He also reported that there was no reportable action on Closed Session Item 11B on September 23, 2025, Board of Supervisors meeting.

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, OCTOBER 7, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Monday, September 29, 2025

2:30 PM

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

SPECIAL MEETING

1. **CALL TO ORDER; ROLL CALL**

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

2. **PLEDGE OF ALLEGIANCE**

Assistant Chief Executive Officer Rebecca Craig led the assembly in the Pledge of Allegiance.

3. **PUBLIC COMMENT**

None

4. **BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS**

None

5. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code [25-1719](#)
Section 54957.6) Agency Designated Representatives: Christine Briceño,
Chief Human Resources Officer regarding Deputy Sheriffs' Association -
Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement
Supervisory Unit Napa

**Closed session held. Direction provided to labor negotiator. No reportable
action.**

6. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS SPECIAL MEETING, Monday,
September 29, 2025 AT 3:00 P.M.**

NEHA HOSKINS, Clerk of the Board



Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Monday, September 29, 2025

3:00 PM

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

SPECIAL MEETING II

1. CALL TO ORDER; ROLL CALL

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

Treasurer-Tax Collector Bob Minahen led the assembly in the Pledge of Allegiance.

2. PUBLIC COMMENT

None

3. CONSENT CALENDAR

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

Auditor-Controller

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

[25-1727](#)

Enactment No: R-2025-106

4. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,
OCTOBER 7, 2025 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.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1736

TO: Board of Supervisors
FROM: Sheryl Bratton, County Counsel
REPORT BY: Erin Cossen, Legal Office Manager
SUBJECT: Agreement with BTR Consulting, LLC

RECOMMENDATION

Approve a sole source with BTR Consulting LLC., due to the unique specialized nature of the firm's work, and delegate signing authority to County Counsel to approve Agreement No. 260180B to assist County Counsel in providing legal guidance to the Department of Corrections. (Fiscal Impact: \$90,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

BTR Consulting, LLC will support Napa County to provide legal advice, policies and strategies at the Napa County jail. The consultant will evaluate and provide strategies to limit Napa County's potential exposure, including but not limited to the delivery of mental health and medical care to incarcerated people, based on state-wide trends in other local correctional institutions.

The consultant has highly specialized experience in this field. The consultant has served as General Counsel for Wellpath/Correctional Medical Group and General Counsel for the California Department of Corrections and Rehabilitation.

Requested Action:

1. Approve a sole source due to the unique specialized, and confidential nature of the firm's work.
2. Delegate signing authority to County Counsel to approve Agreement No. 260180B to develop an analysis and policy changes to assist County Counsel to provide legal guidance to the Department of Corrections.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | General Fund |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | This agreement is intended to limit Napa County's potential exposure to liability. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | This is a one-year agreement. |
| Consequences if not approved: | Napa County will not have the ability to review strategies to limit liability at the jail. |

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.

NAPA COUNTY AGREEMENT NO. 260180B

LEGAL WORK PRODUCT SERVICES AGREEMENT

THIS LEGAL WORK PRODUCT SERVICES AGREEMENT (this “Agreement”) is made and entered into in Napa County, California, dated as of October 7, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and BTR CONSULTING, LLC, a California limited liability company, whose address is 828 Piccadilly Circle, Sacramento, CA 95864, hereinafter referred to as “Firm.”

RECITALS

A. County Counsel’s Office of the County wishes to obtain specialized services, as authorized by Government Code section 31000, consisting of analysis and implementation of strategies and policy changes to assist County Counsel’s office in providing legal advice regarding potential legal risks and liabilities to the Napa County Department of Corrections (“NCDC”).

B. Firm is willing to provide such specialized services to County under the terms and conditions set forth herein.

NOW, THEREFORE, County hereby engages the services of Firm, and Firm agrees to serve County in accordance with the terms and conditions set forth herein:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall provide County with the services described in Exhibit A attached hereto and incorporated herein (the “Services”) and in accordance with Firm’s proposal and/or statement of qualifications.

1.2 Schedule. Firm shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Firm 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. Firm represents that the professional services rendered by Firm 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. When acting on behalf of County, Firm shall comply with the professional standards applicable to public attorneys performing the same services. Firm agrees not to disclose confidential or

strategic information provided by County, even after the termination of this agreement, except as required by law.

1.4 Key Personnel. The expertise of those individuals identified in Exhibit A is a substantial reason why County is entering into this Agreement with Firm. Firm must obtain County's advance written consent if it proposes to assign primary responsibility for the Services to an individual other than those identified therein. An individual approved pursuant to this paragraph shall be considered key personnel for Firm's subsequent performance under this Agreement. Key personnel may assign other members of the Firm to assist in providing the Services to the County, provided that the key personnel remain primarily responsible for the content and quality of the Services. The hourly rates for additional members of the Firm must be disclosed to and approved by County in advance of services being provided by such additional members.

1.5 Correction of Deficient Services. Firm 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 Firm 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 agreement, commence correction of such services without further written notice to Firm. If County takes such corrective action, Firm 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 Firm or firm to correct the deficient services.

1.6 Other Remedies. This Article applies only to Firm'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 Firm's other obligations under the Contract Documents or federal or state law.

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Firm'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 Firm of such suspension. County may rescind the suspension prior to or at 60 days by providing Firm with written notice of the rescission, at which time Firm will be required to resume performance in compliance with the terms and provisions of this Agreement. Firm shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Firm. The termination of the Agreement shall be effective 30 days after receipt of the notice by Firm. After receipt of notice of termination of all or any portion of the Agreement, Firm 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 Firm's affected performance under the Agreement. Firm shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Firm in performing this Agreement, whether completed or unfinished. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Firm in providing County with the data and documents required by this paragraph. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. Default includes Firm's failure to timely provide services in accordance with the schedule. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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.

2.3 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the Services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates set forth in Exhibit B for the Services rendered by Firm.

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 to Firm shall not exceed a total of \$90,000 which includes incidentals per fiscal year provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon the Services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for Services provided to the County Counsel's Office. The invoice shall be sent to the County Counsel for review of the invoice to confirm its contents match the services provided during the period covered by the invoice and are reasonable and appropriate. If approved, the supervising attorney will forward the invoice to the Napa County Auditor for payment.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Firm's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. The invoice 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.

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. Firm 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 Firm, nor is Firm 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 Services, Firm 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. Firm shall require its subconsultants and any other entity or person providing the 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, Firm shall defend at its own expense, indemnify, and hold harmless County and its officers and employees, from and against any liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from the negligence or willful misconduct of Firm or its officers or employees providing the Services under this Agreement, excluding, however, such liability, claims, actions, proceedings, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or the County’s agents or hired Contractors. 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. County agrees that it will not pursue any claims under this indemnification provision unless the claims are covered by the insurance required by this Agreement.

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

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall 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. Firm shall not permit its officers, agents, or employees to engage in any activities during the performance of any of the Services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or Firm.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm 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. Firm 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. Firm 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 Services under this Agreement. Firm 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 Firm is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Firm 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. Firm 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. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII

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 Firm 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. Firm shall provide County with access to Firm’s records which are reasonably necessary for County to review or audit Firm’s compliance with the provisions of this Agreement. Firm 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 Firm’s place of business where the records are kept. Firm 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

County Counsel
Napa County
1195 Third Street, Suite 301
Napa, CA 94559

FIRM

Benjamin T. Rice
BTR Consulting, LLC
828 Piccadilly Circle
Sacramento, CA 95864

9.3 Independent Contractors. Firm 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 Firm concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Firm shall follow the direction of County concerning the end results of the performance and as set forth in the Rules of Professional Conduct.

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 Firm'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 Firm 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. The Services performed by Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, or estimates compiled or composed by Firm, shall be treated as confidential attorney work product. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the Services, unless the records or information: (1) were publicly known, or otherwise known to Firm, at the time it was disclosed to Firm by County; (2)

subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm 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 Services, shall survive the early termination or expiration of this Agreement. 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 Firm 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. Firm 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 County Counsel, and by Firm through its duly authorized officer(s).

FIRM:

BTR CONSULTING, LLC

By 
Benjamin T. Rice, BTR Consulting, LLC

COUNTY:

NAPA COUNTY, a political subdivision of
the State of California

By _____
SHERYL L. BRATTON, County Counsel

APPROVED AS TO FORM
Office of County Counsel

By: *Corey S. Utsurogi* _____

Date: 9/30/25 _____

EXHIBIT A SCOPE OF SERVICES

Firm shall provide County Counsel with audit and analysis of policies and practices of Napa County Corrections Department (NCDC), to develop corrective action plans and strategies to assist the County Counsel's office in providing legal advice to NCDC in order to limit liabilities for the County. Firm shall meet with staff and work directly with the County Counsel's office, sheriff's office, and NCDC on what mandates will likely be sought in a class action lawsuit and unnecessary exposures to liabilities in a civil rights lawsuit. An analysis to implement a strategic approach shall be completed in multiple phases and provided to County Counsel.

Phase one shall include a tour of NCDC and analysis of the County's use of segregation, out of cell time, and compliance with the Americans with Disabilities Act (ADA). Additional tours, audits, and analysis by Firm shall focus on the delivery of mental health and medical services to incarcerated persons. All visits shall include pre- and post-tour work of analyzing and providing consultation regarding appropriate policies.

Firm shall develop an analysis of NCDC's liabilities and development of corrective action plans, if necessary and shall provide that analysis directly to County Counsel.

Firm shall work with County Counsel, NCDC, and the Sheriff's office to conduct follow-up tours and audits to ensure compliance with corrective action plans and editing policies.

II. Schedule

Firm shall perform the Scope of Services in accordance with this schedule:

| Task or Milestone | Completion Date |
|---|-----------------|
| Spend two days in the Napa jail with the County (Director's leadership team, County Counsel, custody staff and medical staff) for general tours and to review policies and tour facility with focus on mental health and medical care. Firm would bring a mental health expert. | 11/30/2025 |
| Analyze and send to County Counsel suggested changes to policies and draft action plans related to healthcare. | 12/28/2025 |
| Review policies and tour facility with policies of related to ADA, discipline and segregation. | 01/9/2026 |
| Edit policies and help county draft action plans related to custody policies. | 2/30/2026 |
| Audit compliance with action plans and ensure compliance with new policies. | 3/27/2026 |

| Task or Milestone | Completion Date |
|--|-----------------|
| Review previous lawsuits and offer any other liability advice to county related to Director of Corrections v Sheriff heading jail oversight. | 4/31/2026 |

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 The Firm will be paid on an hourly basis of \$395 per hour. BTR consulting will be required to seek approval to go above 40 hours in any given month. It is expected that roughly 200 hours will be spent on this project. Any billing above 200 hours must be approved by County. The maximum compensation is \$90,000 which includes incidental expenses such as travel, and a mental health expert, which the firm will provide.

B.4 Extraordinary Costs. Any other expenses shall require the advance approval of the County Counsel.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. Waived.

C.2 Liability Insurance. Firm 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 One MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Firm or any officer, agent, or employee of Firm under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Firm 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 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm 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, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm 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.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1565

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Jeff Brooner, Purchasing Manager
SUBJECT: Approve Agreement No. 260143B with Stericycle, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260143B with Stericycle, Inc. with a term ending October 6, 2030, and a maximum compensation of \$55,000 annually to perform confidential material shredding and disposal services. (Fiscal Impact: \$55,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

In 2010, Napa County entered into an agreement with Shred It (Shred It was subsequently purchased by Stericycle) as the result of a Request for Proposal (RFP) process. The contract has been amended twice, once in 2014 to change the renewal term to a month-to-month agreement and to increase service pricing, and again in 2017 to incorporate a one-time temporary change in the yearly maximum dollar amount specific to fiscal year 2017. The one-time temporary increase was due to a large number of paper document destruction projects county-wide. In 2018, as a cost saving measure, the County consolidated billing and service schedules, converting individual departmental accounts to accounts grouped by building, or buildings, to reduce the minimum service fees per location.

Although the 2014 amendment allows Stericycle to increase service pricing up to 7% per fiscal year, three such increases have been processed: once in 2019, once in 2020, and once in 2021.

When discussing a proposed price increase with Stericycle, we determined that a new agreement, with updated terms and protections, would be preferable to a third amendment to the original 2010 contract.

While the County did not conduct a formal solicitation process to award a new contract, a market analysis study

was done and competing price quotations were obtained with Stericycle providing the lowest cost quote. Because an RFP process did not take place and the cumulative number of years under contract with Shred It and Stericycle exceeds the five-year term allowable for the Purchasing Agent to approve the contract, staff recommends the Board of Supervisors award the agreement.

Requested Action: Approve and authorize Agreement No. 260143B with Stericycle, Inc. for the term of October 7, 2025-October 6, 2030.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Central Services - Waste Disposal (1052000-52325) |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Confidential material shredding and disposal services are needed for continuity of department operations and for the protection of confidential information. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Future costs will be included in the County's annual budget. |
| Consequences if not approved: | Confidential record disposal will not occur. |

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. 260143B

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 7th day of October, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Stericycle, Inc. whose address is 2355 Waukegan Road, Bannockburn, IL 60015 hereinafter referred to as "Contractor."

RECITALS

- A. County wishes to obtain goods or services in order to obtain confidential material shredding and disposal.
- B. Contractor was originally selected to provide the goods or services after a competitive process. Establishment of this successor contract was selected based on Contractor performance, market and pricing analysis, and determination of fair market value.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Contractor shall provide goods and/or services to County described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.

1.1.1 Equipment. Containers and any other equipment provided to County by Contractor ("Equipment") are the property of Contractor. County will not file any lien, nor allow to be filed any lien, against any Equipment. County will keep all Equipment in good working order, normal wear and tear excepted. County will pay the replacement cost of any Equipment that is moved (and not recovered), damaged, stolen or lost while at the County's location(s).

1.1.2 Non-compliant materials. County shall not place any materials that are highly flammable, explosive, toxic, biohazards, medical waste, radioactive, or any other materials that are otherwise illegal, dangerous and/or unsafe in the Equipment. County will not store any non-paper, plastic media (such as floppy disks, CD's or computer storage tapes) in the Equipment without first obtaining Contractor's consent. Destruction of such non-paper media requires a special schedule to complete, which County shall coordinate with Contractor in advance.

1.2 Schedule. Contractor shall perform and complete the scope of services in accordance with the schedule set forth in Exhibits A and D. 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 Warranty for Goods. Contractor warrants to County that all goods or products provided under this Agreement shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor shall correct or replace any goods or products not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date of delivery, unless a longer period is specified by the Contract Documents.

1.4 Warranty for Services. Contractor warrants to County that all services provided under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the services called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Contractor shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by County within one year after completion of the services, unless a longer period is specified by the Contract Documents.

1.5 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Contractor 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 warranty work without further written notice to Contractor. If County takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by County in performing the warranty work, including but not limited to the cost of County staff time and the amount paid to another contractor to perform the warranty work.

1.6 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

1.7 Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by County. County has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

1.8 Key Personnel. Key personnel identified in Contractor's bid or proposal shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Contractor in writing and approved by County.

1.9 Government Code Section 7550. Every 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 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 October 6th 2030, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County 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. County must give 10 days prior written notice to Contractor of such suspension. County 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. 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 Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue 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 County 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. County shall pay Contractor for goods and services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Contractor in providing County 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. County 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 goods or services in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 30 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 Contractor, and any person claiming any rights by or through Contractor 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 Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.4.2 Cost to Cover. If County terminates this Agreement for cause, County may procure equivalent goods and services from a different source, and Contractor shall reimburse County for any increased costs.

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 Contractor for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County 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 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 fifty-five thousand dollars (\$55,000) per fiscal year provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon goods and services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Contractor may submit one invoice per calendar month for regularly scheduled service and as needed for on-call service in arrears for goods and services provided, to the County Executive Office Staff Services Analyst who will review the invoice to confirm its contents match the goods and 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. Payment terms shall be Net 30, calculated from date the invoice is received by County.

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 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 Contractor, nor is Contractor obligated to provide further goods or services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. Price adjustments are allowed as set forth in Exhibit B.

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 subcontractors 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. Contractor agrees to defend at its own expense, hold harmless and indemnify the County their officers and employees from and against any third party claims for injury, damage, loss, and liability to persons or property resulting from or arising out of the negligent acts or omissions of the Contractor or any person or entity engaged by the Contractor, which includes experts, consultants, independent contractors, subcontractors,

employees, and agents, 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 its officers, agents, employees, volunteers, or representatives. 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 Limitation of Liability. Except as otherwise covered by insurance in Exhibit C or the Business Associate Agreement in Exhibit E, neither party will be liable to the other party for any indirect, special, incidental, punitive, exemplary or consequential damages of any kind (including lost profits, fines, civil penalties (other than civil penalties imposed to the extent such liability is due solely to the negligence or willful misconduct of the other party), goodwill, data, the cost of replacement goods or services, or other intangible losses) arising from or related to this Agreement, including but not limited to a party's breach or alleged breach of this Agreement, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, even if a party has been advised of the possibility of such damages by the other party. Each party's aggregate liability, if any, is limited to the amount of service fees Contractor received from County under the agreement during the preceding twelve (12) month period prior to the alleged liability.

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. Contractor 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. Contractor shall comply, and require its employees and subcontractors 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 County employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by 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. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of 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 County 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 County 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 County is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor 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 Contractor 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. With reasonable notice and during business hours, Contractor shall provide County with access to Contractor's records which are reasonably necessary for County 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 County, either by providing copies of the requested records to County or allowing County 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.

COUNTY

Jeff Brooner
Napa County Purchasing Manager
1195 Third Street Ste. 310
Napa, CA 94559

CONTRACTOR

Stericycle, Inc
Attn: Legal Department
2355 Waukegan Rd.
Bannockburn, IL 60015

9.3 Independent Contractors. Contractor and its subcontractors, 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 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 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.

9.5 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 Contractor shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. With the exception of payment obligations for services successfully rendered prior to a force majeure event, in the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party 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 subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of County. Neither the documents nor their contents shall be released by Contractor or any subcontractor 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 Contractor, at the time it was disclosed to Contractor by County; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by County.

9.9 Insolvency. Contractor shall notify County 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 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 1.3 (Warranty for Goods), 1.4 (Warranty for Services), 2.4.2 (Cost to Cover), 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 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 intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

STERICYCLE, INC.

DocuSigned by:
By Jeff Featherstone
86378A2A15AF427...
Jeff Featherstone, Vice President of Sales

DocuSigned by:
By Navi Kooner
368457ABE104492...
Navi Kooner, District Account Manager

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board
of Supervisors

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>September 17, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

EXHIBIT A SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services:

Scheduled Destruction Services

Provide locked security consoles that hold specially designed cardboard inserts. The consoles will provide uncompromising protection with a security feed slot. As additional security measure, an interior baffle below the deposit slot prevents material from being removed. Only authorized County staff can unlock the consoles to access the deposited material.

On a pre-determined schedule, a security screened and insured Customer Service Representative will pick material from the consoles, seal them and transport the bags to a mobile shredding truck. A new blue bag is placed in the console prior to locking it, with as little disruption in the workplace as possible.

The Customer Service Representative will empty the contents of the blue bags into the shredding hopper, behind a locked security screen. All confidential documents will be shred into pieces smaller than five eighths of an inch (two centimeters).

Contractor will provide Proof of Service verifying that the shredding process has been completed. The County at any time can observe all steps of the site document destruction process.

Scheduled service shall be weekly, biweekly, or monthly as determined by County

Additional Material shall be picked up in addition to scheduled console or tote as requested by county and scheduled by Contractor. Contractor shall make every effort to pick up Additional Material at next regularly scheduled service; Contractor shall pick up Additional Material no later than the 2nd scheduled service after request by County. Maximum number of extra containers to that may be picked up at regularly scheduled service is set forth in Exhibit B.

Type and Size of container shall be selected by County based on selection offered by Contractor.

County shall retain right to add or delete locations, modify type/size of console/tote and alter service frequency. Contractor shall maintain list of locations, number and type of consoles/totes, and frequency of service; and shall provide to County when County requests See Exhibit D. Addition and Deletion of locations, modification of type/size of console/tote and alterations of service frequency may be approved by the Purchasing Agent or Purchasing Agent's Delegation, or Purchasing Manager.

Purge Destruction Services

Provide on-call shredding services. Material can be placed in the County's own bins or boxes or the Contractor's can provide secure mobile plastic bins. The containers will be transported to the Contractor's mobile shredding truck and destroyed on site.

Contractor shall schedule on-call and purge destruction services no later than 14 days after request by County.

Community Shred Events

Contractor shall provide County shredding services at location to be selected by County and agreed upon by Contractor.

Minimum for Community Shred Events shall be two (2) hours

Non-Paper Destruction

Provide destruction services for the following non-paper and non-document items:

Non-Paper Destruction

- Hard Drives

Non-Document Destruction

- Cheques
- Currency
- Playing Cards
- Promotional Coupons
- Cardboard
- Lottery Tickets

EXHIBIT B COMPENSATION AND FEE SCHEDULE

Regularly Scheduled Auto Service – On-Site Service, Per Frequencies in Exhibit D.

Minimum Charge \$50.00 (Includes 2 consoles)

Consoles (Std., Mini or Desk) \$10.00 each

64-Gallon Totes \$15.00 each

96-Gallon Totes \$19.00 each

Additional Material Service at Time of Regularly Scheduled Service.

Banker Boxes \$8.00 each*

File Drawer Boxes \$17.00 each*

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

*Maximum number of boxes for Additional Material Services at Time of Regularly Scheduled Service shall not exceed ten (10) Banker and/or File Drawer Boxes.

Document Purge / One-Time Service Pricing-Other than Regularly Scheduled Service – On-Site Service

Minimum Charge \$210.00 (Includes 10 banker boxes)

Additional Banker Boxes \$8.00 each

Additional File Drawer Boxes \$17.00 each

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

Hard Drive Purge / One-Time Service Pricing-Other than Regularly Scheduled Service – On-Site Service

Minimum Charge \$210.00 (Includes 10 hard drives)

Additional Hard Drives \$20.00 each

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

Community Shred Events – On-Site Service

Minimum Charge \$250.00 for the first hour of service

Additional Hours \$250.00 each hour

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

Shred Events have to be a minimum of 2 hours to schedule

Contractor shall have the right to increase prices, excluding surcharge percentage, up to 7% once per fiscal year, however price increase shall take place no more frequently than once every twelve (12) months and no price increase shall take place before July 1, 2026. Contractor shall provide County with thirty (30) days notice of price increase.

Charges, including minimum charges, for regularly scheduled service and additional service at time of regularly scheduled service, shall calculated on a per-location basis and billed on a consolidated, county-wide, monthly basis.

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. Not required.

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

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

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.

C.4 Deductibles/Retentions. . 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, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT E

Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into as of this 7th day of October, 2025 ("Effective Date") by and between Stericycle, Inc.. ("Contractor") and Napa County ("County").

This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 260143B, dated October 7, 2025) (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services"). By signing Agreement No. 260143B, Contractor agrees to be bound by this BAA in providing the Services.

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning as in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule

(a) Contractor shall not use or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

- (c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.
- (d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.
- (e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
- (f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
- (g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2

- (a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:

“This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2.”

- (b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
- (c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
- (d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
- (e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations

(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.

(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.

(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.

(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor's breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA and Napa County Agreement No. 260143B.

5. Notices.

(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.

(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.

(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:

Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination

(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.

(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.

(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous

(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.

(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.

(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.

(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1713

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Becky Craig, Assistant Chief Executive Officer
SUBJECT: NVTa Support Services Agreement 2025

RECOMMENDATION

Approve and authorize Agreement No. 260179B with Napa Valley Transportation Agency to provide support services at cost. (Fiscal Impact: \$190,000 Revenue; General Fund and ITS Fund; Budgeted; Discretionary)

BACKGROUND

The Napa Valley Transportation Agency (“NVTa”) is an independent jurisdiction. The entity has contracted with Napa County for many years for provision of various support services, including fiscal, personnel, property management, technology, and treasury services. This agreement was recently reviewed and updated by NVTa and County staff to represent current services and was approved by the Agency on September 23, 2025. The Agreement extends through June 30, 2030, and includes delegated authority to the County’s Chief Executive Officer to extend the term on behalf of the County for an additional 5-year term should both parties desire to extend the support services agreement.

Requested Action: Approve and authorize Agreement No. 260179B with Napa County NVTa.

FISCAL IMPACT

| | |
|-----------------------------------|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | General Fund - Auditor-Controller and Human Resources, and ITS Fund |
| Is it Mandatory or Discretionary? | Discretionary |

| | |
|-------------------------------|--|
| Discretionary Justification: | Recover costs for administrative services provided to a separate entity. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Charges will be invoiced to LAFCO for services provided. |
| Consequences if not approved: | Entity would need to seek third-party service providers that aren't familiar with governmental operations. |
| Additional Information | Click or tap here to enter text. |

ENVIRONMENTAL IMPACT

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

**NAPA COUNTY AGREEMENT NO. 260179B
NVTAGREEMENT NO. 25-C45**

**AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF SUPPORT
SERVICES
BY NAPA COUNTY TO NAPA VALLEY TRANSPORTATION AGENCY**

THIS AGREEMENT is entered into as of this ____ day of _____, 2025 (“Effective Date”), by and between NAPA COUNTY (hereinafter “County”), a political subdivision of the State of California, and NAPA VALLEY TRANSPORTATION AGENCY (hereinafter “Agency”), a local public agency formed pursuant to the joint exercise of powers act under Government Code section 6500 et seq.

RECITALS

WHEREAS, Agency is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, Agency has need of specified personnel, and accounting services for its independent operations which County is willing and able to provide under the terms and conditions set forth hereinbelow; and

WHEREAS, County and Agency have entered into agreements for the provision of support services since 2007 and now desire to enter into an amended and restated agreement to provide updated terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

AGREEMENT

ARTICLE 1 – SCOPE OF SERVICES

1. **Services to be Provided by County.** County shall provide the following services subject to Agency abiding by County policies and procedures governing such services. County, through its departments and divisions, shall provide Agency the following services:

Auditor Controller Services as described in Attachment A-1;

Telecommunications, Mail and Information Technology Services as described in Attachment A-2;

Treasurer-Tax Collector services as described in Attachment A-3;

Property Maintenance services as described in Attachment A-4; and
Personnel Services as described in Attachment A-5.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term. This Agreement shall commence on the Effective Date and shall expire on June 30, 2030. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by the Agency’s Executive Director and the County’s Chief Executive Officer, provided that no other terms or conditions are being amended.

2.2 Termination. This Agreement may be terminated prior to the expiration date by either party providing the other party with sixty (60) days advance written notice.

ARTICLE III - COMPENSATION

3.1 Amount of Compensation. Agency shall pay County as follows:

(a) **Rates.** In consideration of County’s fulfillment of the promised services and personnel, Agency shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services in accordance with Attachment B of the Agreement.

(b) **Adjustment for Additional Agency-Requested Services.** Agency shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by Agency. Such additions or increases in services shall be permitted only if approved in writing by the County Chief Executive Officer and Agency Executive Director, including approval of the applicable reimbursement rates.

3.2 Payment Process. Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to Agency of an itemized billing invoice in a form acceptable to the Executive Director of Agency and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any Agency-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Section 3.1 above. If the Executive Director of Agency requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Director requests to justify

the invoice charges. County shall submit such invoices quarterly to the Executive Director of Agency who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten (10) working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Director of Agency shall direct reimbursement be made by journal entry from the Agency operations fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

ARTICLE IV – INSURANCE

County shall maintain insurance coverage consistent with the County’s program of self-insurance including: (a) comprehensive general liability; (b) comprehensive automobile liability; (c) directors and officers liability; (d) blanket fidelity and public official bonds; (e) workers’ compensation; (f) property and related programs providing coverage for loss or damage to equipment and other personal property used in the course and scope of the functions of Agency; and (g) Master Crime.

ARTICLE V – INDEMNIFICATION

County and Agency shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

ARTICLE VI – COMPLIANCE WITH LAWS

6.1 **Compliance with Laws.** In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations.

6.2 **Conflict of Interest.** The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Director of Agency and all other Agency staff shall not perform any work under this Agreement that might reasonably be considered detrimental to Agency’s interests. Agency staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently

has no interest not disclosed to Agency and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as Agency may consent to in writing.

ARTICLE VII – GENERAL PROVISIONS

7.1 Access to Records/Retention. Agency shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after Agency makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with Agency in providing all necessary data in a timely and responsive manner to comply with all Agency reporting requirements.

7.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person; or by deposit in the United States mail, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

Agency

Mail: Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

E-Mail: dschmitz@nvta.ca.gov

County

Napa County Chief Executive Officer
1195 Third Street, Suite 310
Napa CA. 94559

ceoadmin@countyofnapa.org

7.3 Independent Contractor. County shall perform this Agreement as an independent contractor. County and its officers, agents and employees are not, and shall not be deemed, Agency employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed. Agency shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be

withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

7.4 Waiver. Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

7.5 Assignments and Delegation. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by Agency, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that Agency may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. Agency may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

7.6 Authority to Contract. Agency and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

7.7 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

7.8 Attorney's Fees. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

7.9 Amendment/Modification. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only Agency, through its Chair or, where permitted by law and Agency policy, through its Executive Director, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

7.10 Interpretation. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying

within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

7.11 Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

7.12 Entire Agreement. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

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


"Agency":

ATTEST: Laura Sanderlin, 09/23/2025
LAURA SANDERLIN, Clerk of
the Board of Supervisors

APPROVED AS TO FORM:

Agency Legal Counsel

By  09/23/2025
Osman Muftic (Sep 23, 2025 11:23:18 PDT)

By  09/23/2025
DANIELLE SCHMITZ, Executive Director

"County":

COUNTY OF NAPA, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

ATTEST: NEHA HOSKINS,
Clerk of the Board of Supervisors

APPROVED BY THE BOARD
OF SUPERVISORS:

By _____

Date _____

APPROVED AS TO FORM:
Napa County Counsel

Processed by:

By Sheryl Bratton, County Counsel
9/30/2025

Deputy Clerk of the Board

ATTACHMENT A-1

PROVISION OF SERVICES TO AGENCY BY THE NAPA COUNTY AUDITOR-CONTROLLER

1. SCOPE OF SERVICE

Under the financial and policy direction of Agency, County (through the Napa County Auditor-Controller, hereinafter referred to as “Auditor”) shall provide Agency with the following services relating to Agency financial operations:

- Accounts payable, purchasing and contract payment processing services
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of Agency’s budget
- Accounting services
- Payroll services
- Audit services upon request by Agency
- Assistance in determining the apportionment of costs and collection of payments in support of Agency pursuant to Government Code Section 56831.
- Audit services requested by Agency

2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

- (a) The Agency Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.
- (b) All expenditures made from this Fund will be in accordance with the legally adopted budget as approved by the Agency Board of Directors.
- (c) At Agency's request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of Agency, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

3. AUDITOR CONTACT:

Mail: Tracy Schulze
Napa County Auditor-Controller
1195 Third Street, Suite B-10
Napa, California 94559

E-mail: tracy.schulze@countyofnapa.org

ATTACHMENT A-2
PROVISION OF TELECOMMUNICATIONS, MAIL,
INFORMATION TECHNOLOGY SERVICES AND
RECORD MANAGEMENT SERVICES TO AGENCY BY
THE NAPA COUNTY EXECUTIVE OFFICER

1. TELECOMMUNICATION SERVICES

The Napa County Executive Officer, through the Communications Division shall provide Agency with installation, maintenance and repair of, and maintenance of service records and inventory for, all telecommunications equipment involved in any of the following systems used by Agency:

- telephone systems, including voice mail

2. INFORMATION TECHNOLOGY SERVICES

County shall provide Agency with County personnel to perform the following services and functions for Agency, including access to the products and product licenses noted:

Napa County ITS shall provide a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through the ITS ticketing system. ITS shall create a requirements document for customer approval prior to ITS performing any significant work. Purchases of products or licenses for applications not noted in this Exhibit shall be made by Agency by separate agreement with County or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

Included Services:

Countywide network connectivity: provide connection to County WAN (wide area network) to facilitate access to County datacenter and Internet. County reserves the right to restrict internet access to appropriate uses. Examples of inappropriate uses include, but are not limited to, activities that would weaken the County's security, violate County policy or increase the use of County bandwidth that results in impacts to County's services, including additional costs, slower access to users of the County system, or impacts of similar magnitude. Agency is responsible for any cost associated with connection from Agency to County infrastructure (LAN/WAN).

Infrastructure Support: Troubleshooting and support of Agency access and use of County LAN/WAN.

County Network & Server Administration and Monitoring: 24/7 automated network monitoring with on call emergency technician to respond to critical service outages.

File Services: File system server storage space and management. IE, H: drives. Daily backup of supported data and systems, fault tolerance, and data recovery services of all data located at County Data Center(s).

Endpoint Protection: Monitor and protect supported endpoints, including desktops, laptops, and servers against cyber threats.

Print Services: Printer and print queue management of County supported printers.

Email service including access to County address book.

Cybersecurity: County's cybersecurity services will be used to protect and recover Agency technology assets that are managed by County and hosted on County premises from cyber incidents.

Internet Access: Access to the Internet will be restricted to business use only. Nonbusiness sites and activity, including access to sites that may possibly contain improper content, deemed a security or privacy risk, or other such designations will be restricted.

Enterprise Resource Planning (ERP): Access to County's Financial and HRMS (Human Resource Management Systems) platforms, including time and labor, project costing, purchasing, etc.

Enterprise Content Management: Access to document management systems to manage digital content. This includes eform solutions to automate internal and external forms.

Remote Access: Provide secure remote access to County technology resources. Remote access is restricted to that which is allowed per County security and privacy policies and agreements.

Helpdesk: Provide Helpdesk phone access from 8:00 a.m. to 5:00 p.m., Monday through Friday. Limited on-call phone access will be available 24/7 via after-hours via voice mail. County will provide a (non-emergency) IS Helpdesk Intranet site for problem reporting, system status, product purchasing, training class registration and self-help resources.

Training Center: Dedicated 16 seat plus instructor PC training room. Multimedia room with overhead projector for training/presentations. Agency can schedule and use the facility for any type of training/meetings/etc. Training courses and associated costs are not included in this agreement.

Internet Site Hosting and Development: Hosting Services for Napa ‘ITS developed’ Internet and Intranet Web Sites. Access to Chardonnay for enterprise intranet, SharePoint “My Site” for personalized information. Full backup and recovery services, security, virus/phishing, and firewall services of hosted web sites. Internet usage monitoring, filtering, reporting and statistics.

Identity and Access Management: User account provisioning and access management to technology resources managed by County.

Access to Enterprise Systems and Data: Property, recorded documents, GIS data, etc.

Hosting services for Agency applications/services at County data center(s): Physical server management, hardware management, operating system management, endpoint protection, lifecycle management, patches, service packs, tape backup, disaster recovery, third party vendor coordination, UPS and generator, 24/7 monitoring.

Geographical Information Systems (GIS): Turnkey GIS services including training, user support, and access to the enterprise spatial data warehouse and web applications. Limited map production services. Large-format plotters. Data hosting, management and distribution.

Pre-approval of Technology Purchases: All Agency technology systems intended to be installed within County technology infrastructure and/or supported by County must be reviewed and pre-approved by County prior to Agency purchase.

Limitations to this agreement: Services provided by County are limited to only those technologies that County is deemed capable and trained to provide and that is residing on or connected to the County network infrastructure. Any Agency technology assets not deemed to be sufficiently secure and not placed on County network will be excluded from this agreement. Additionally, any services, hardware, process, or system implemented by Agency that does not meet and/or comply with any ‘in effect’ standards and/or County prescribed best practices will be excluded from this agreement. County will, unilaterally, have final authority on any discussions regarding the meaning of any terms contained within this agreement.

Third-party hosted applications purchased by Agency that create an unacceptable risk to County will not be integrated with County technology.

What is not included in the services contracted unless specifically addressed in the agreement and the cost allocation method:

Because physical location is not at the discretion of the County Board of Supervisors, network connectivity installation costs will be solely the responsibility of Agency.

County will not support nor install any non-County standard technology deployed by Agency independent from County ITS approval and acceptance.

Agency will not deploy non-County approved and/or non-County standard technology, software, database, peripheral devices, mobile device, wireless devices, or any other technology asset on County owned equipment without approval of County ITS. Any deviation from this requirement will be considered a material breach of this agreement.

Servers hosted at Agency or Agency servers that are non-County standard operating systems and applications will not be supported by County ITS nor will they be physically connected to County infrastructure without written approval from County ITS.

County ITS will disconnect and/or make any Agency device, software, or device/software configurations that attached to or communicate through the County network unusable if County ITS deems such action necessary to protect the security and/or integrity of County operational assets including any device or software that impact the operational status of County users, as a whole. This is at the sole discretion of County ITS.

County ITS does not service any non-County asset including non-County PC's and printers nor allow non-County assets to be physically connected to County infrastructure. ITS may supply Agency with software such as VPN or Terminal software that allows secure connection through the Internet to County network in support of the agreement.

Web sites developed and supported by outside vendors will not be allowed to be hosted on County Web servers.

Agency must provide their own DSL (or other type connection) outside of County network traffic for any bandwidth intensive processes or applications such as video conferencing.

Training course costs and other associated training costs are not included in this agreement.

Agency is responsible for all data and telecom wiring at their location. If County ITS is available to provide such services, then materials and labor will be billed to Agency outside of this agreement.

Security and Acceptable Use Obligations

1. Compliance with Security Policies

Agency agrees to comply with all applicable security policies, procedures, and guidelines provided by the County concerning the use, protection, and management of the County's information, technology systems, and any data housed therein. This includes adhering to industry-standard security measures, such as password protection, encryption, and multi-factor authentication where applicable.

2. Acceptable Use of Technology Assets

Agency acknowledges and agrees that any access to, or use of, the County's owned or managed technology assets, including but not limited to computers, servers, networks, cloud services, mobile devices, and other related infrastructure, shall be governed by the County's Acceptable Use Policy ("AUP"), which may be updated from time to time.

a. Agency shall use the County's technology assets solely for authorized business

purposes and in a manner that complies with all applicable laws, regulations, and County policies.

b. Unauthorized access, modification, destruction, or disclosure of any information or systems is strictly prohibited and shall be considered a breach of this Agreement.

3. **Security Incidents**

In the event of any security incident or breach involving the County's technology assets or data, Agency shall promptly notify the County in accordance with the County's incident reporting procedures and fully cooperate with any investigation or remedial actions undertaken by the County.

4. **Ongoing Review and Updates**

Agency agrees to review and acknowledge updates to the County's security policies and procedures as they are made available. Continued access to and use of the County's technology assets constitutes acceptance of any modifications to such policies.

5. **Consequences of Non-Compliance**

Any failure by Agency to comply with the County's security policies, acceptable use guidelines, or procedures may result in the immediate suspension or termination of access to the County's technology assets, as well as any other remedies available to the County under this Agreement or applicable law.

5. **SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED**

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because Agency shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. **NCEO/DIVISION CONTACT:**

Mail: Napa County Executive Officer
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Email: _____@countyofnapa.org

ATTACHMENT A-3

PROVISION OF SERVICES TO AGENCY BY THE NAPA COUNTY TREASURER-TAX COLLECTOR

1. SERVICES TO BE PROVIDED

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide Agency with banking and investment services on a cost pass-through basis. The scope of services shall include:

- Banking services for Agency funds, including warrant processing and bank reconciliation.
- Portfolio Management for all Agency accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify Agency within three (3) working days of receipt of all funds received and deposited into the Agency Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) Agency shall be permitted electronic access through County's Tyler Munis computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

2. STAFFING TO BE PROVIDED

Treasurer staffing may include:

| <u>Service</u> | <u>Position</u> |
|------------------|--|
| Banking Services | Account Clerk I-II |
| Portfolio Mgmt | Treas/Tax Collector Treasury Supervisor Senior Account Clerk Account Clerk II |

3. TREASURER CONTACT:

Mail: Bob Minahen
Napa County Treasurer-Tax Collector
1195 Third Street, Room 108
Napa, California 94559

Email: Bob.minahen@countyofnapa.org

ATTACHMENT A-4

PROPERTY MAINTENANCE SUPPORT SERVICES

I. DESCRIPTION OF SERVICES

The Napa County Department of Public Works, Division of Property Management, shall, on as-needed basis, and upon request of Agency, perform a variety of property maintenance tasks or small maintenance projects, as the division is able and available. Such work shall be requested by Agency through the Property Management Work Order program or through direct request to the Facilities Superintendent. County shall provide a cost estimate for each Agency request and shall receive written authorization from Agency to proceed prior to undertaking any work.

II. REIMBURSEMENT FOR COSTS

To reimburse County for the costs incurred by the Division of Property Management when completing work for Agency, County shall charge actual costs for any supplies and materials purchased and shall charge the fully burdened hourly rates for staff performing the work according to the time they spend on the work being performed.

ATTACHMENT A-5

PROVISION OF PERSONNEL SERVICES TO Agency BY THE HUMAN RESOURCES DIVISION OF THE NAPA COUNTY EXECUTIVE OFFICE

1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office shall provide the following services to Agency within the financial, personnel and policy guidelines established by the Agency Board of Directors, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The Chief Human Resources Officer shall act to oversee and carry out the following services upon direction by the Agency Board of Directors:

- ***Recruitment and selection:*** shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of Agency), screening of applications, and development of a hiring list.
- ***Personnel transactions(PA):*** shall include implementation of PAs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the Agency Board of Directors, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve Agency, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the Agency Board of Directors, as the appointing authority of the Agency Executive Director, shall have the responsibility for evaluating the performance and setting compensation for the Agency Executive Director.
- ***Labor Relations:*** shall include implementing salaries and other terms and conditions of compensation and performance established for Agency staff by the Agency Board of Directors, so long as such implementation is consistent with and not in conflict with County policies and regulations; negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.
- ***Training:*** shall include County workshops and required trainings for employees and supervisors when attended at Agency direction by Agency employees or by County employees whose primary responsibilities involve providing services to Agency.
- ***Staffing:*** HR shall provide staffing as requested by Agency and agreed to by County, including staff as described in Section 1.2 of the Agreement.

2. **HR CONTACT:**

Mail: Human Resources Director
Suite 110, Co. Admin.Bldg.
1195 Third Street
Napa, California 94559

Email: Christine.briceno@countyofnapa.org

ATTACHMENT B

Direct Staff Services:

All County staff services provided to Agency shall be charged at the current fully loaded hourly rate for each position and shall be billed to Agency.

Indirect Services:

In addition to staff time, Agency shall reimburse County for the following services:

- Materials Provided (e.g., telecommunication, postage) – charged at cost
- Document shredding – charged at cost
- Recruitment Advertising – charged at cost
- Training services - shall be prorated by the ratio of the attendees who are Agency employees or County employees primarily providing Agency services to the total number of attendees during each training hour for which reimbursement is sought.
- County Auditor Voucher Rates – charged at current rates charged to other public entities
- County Auditor Payroll Warrants – charged at current rates charged to other public entities
- ITS Annual Service – charged at current allocation rate charged to County departments which is based on number of employees and equipment. The Annual Fee shall be payable in arrears on or before the first of the month preceding the quarter of service, with the payable monthly rate being 1/4 of the annual rate in effect on the first date of the quarter of service.











25-C45 County of Napa Support Services Agreement

Final Audit Report

2025-09-23

| | |
|-----------------|---|
| Created: | 2025-09-23 |
| By: | Renel Coombs (rcoombs@nvta.ca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAMXL9FnXh659W9ayA37GY5lj-XN-ellkpl |

"25-C45 County of Napa Support Services Agreement" History

-  Document created by Renel Coombs (rcoombs@nvta.ca.gov)
2025-09-23 - 3:44:50 PM GMT
-  Document emailed to Osman Mufti (omufti@sloansakai.com) for signature
2025-09-23 - 3:44:56 PM GMT
-  Email viewed by Osman Mufti (omufti@sloansakai.com)
2025-09-23 - 6:21:26 PM GMT
-  Document e-signed by Osman Mufti (omufti@sloansakai.com)
Signature Date: 2025-09-23 - 6:23:18 PM GMT - Time Source: server
-  Document emailed to Laura Sanderlin (lsanderlin@nvta.ca.gov) for signature
2025-09-23 - 6:23:20 PM GMT
-  Email viewed by Laura Sanderlin (lsanderlin@nvta.ca.gov)
2025-09-23 - 6:24:23 PM GMT
-  Document e-signed by Laura Sanderlin (lsanderlin@nvta.ca.gov)
Signature Date: 2025-09-23 - 6:24:54 PM GMT - Time Source: server
-  Document emailed to Danielle Schmitz (dschmitz@nvta.ca.gov) for signature
2025-09-23 - 6:24:55 PM GMT
-  Email viewed by Danielle Schmitz (dschmitz@nvta.ca.gov)
2025-09-23 - 9:56:16 PM GMT
-  Document e-signed by Danielle Schmitz (dschmitz@nvta.ca.gov)
Signature Date: 2025-09-23 - 9:56:39 PM GMT - Time Source: server

✔ Agreement completed.
2025-09-23 - 9:56:39 PM GMT



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1729

TO: Board of Supervisors
FROM: Ryan J. Alsop - Chief Executive Officer
REPORT BY: Shana A. Bagley, Deputy County Counsel
SUBJECT: Continue Local Emergency Proclamation for the Pickett Fire

RECOMMENDATION

Adopt a Resolution to continue a local emergency due to the Pickett Fire affecting the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory)

[4/5 vote required]

BACKGROUND

Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), empower the Napa County Executive Officer/Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County or a portion of the County is affected or likely to be affected by a public calamity. The Napa County Executive Officer/Director of Emergency Services proclaimed such local emergency on August 24, 2025, in response to the conditions of extreme peril that pertain to the safety of persons and property that have arisen in Napa County (beginning on August 21, 2025, and referred to as the Pickett Fire). On August 26, 2025, the Board of Supervisors adopted Resolution No. 2025-88, ratifying the proclamation and authorized the emergency powers of County officials.

Government Code section 8630, subd. (c), requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. Due to the Pickett Fire, conditions of extreme peril to the safety of persons and property within Napa County continue to exist as does the need to treat those affected. Such conditions warrant a continuation of the proclamation of local emergency.

If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to the Pickett Fire in Napa County and extend the emergency powers of County officials as set forth in Resolution No. 2025-88 and in accordance with the Government Code.

Should the resolution be adopted, within another 60 days, staff will revisit the need for an additional continuance. Staff will reassess and report costs incurred and propose any need for a budget amendment.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Where is it budgeted? | Uncertain. Adoption of this resolution could potentially lead to State or Federal reimbursement of County and other local costs |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Adopting this resolution may lead to the ability of the County and other local entities to obtain Federal and/or State reimbursement to cover response and recovery costs. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Future fiscal impact is unknown at this time |
| Consequences if not approved: | Failure to approve of the resolution might prevent the County from obtaining State and Federal funds to provide public and individual assistance |

ENVIRONMENTAL IMPACT

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

NAPA COUNTY RESOLUTION NO. 25-_____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF
LOCAL EMERGENCY DUE TO THE PICKETT FIRE**

WHEREAS, Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), authorize and empower the Napa County Executive Officer acting as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when such events occur as are described in California Government Code section 8558, subd. (c)(1); and

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

WHEREAS, on August 24, 2025, pursuant to the foregoing provisions, the Napa County Executive Officer proclaimed the existence of a local emergency by proclamation due to fires at the unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin in Napa County (referred to hereinafter as the “Pickett Fire”); and

WHEREAS, on August 26, 2025, the Board of Supervisors proclaimed a state of local emergency due to the Pickett Fire in Napa County, pursuant to Resolution No. 2025-88; and

WHEREAS, as a result of the Pickett Fire, there remain conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment, and facilities of Napa County, as defined in Government Code section 8558, subd. (c)(1), as does the need to treat those affected; and

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

BE IT FURTHER RESOLVED, that the measures previously taken by the Board of Supervisors in Resolution No. 2025-88 shall continue to have full force and effect.

[REMAINDER OF 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 ____ day of October, 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

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

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>September 29, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1525

TO: Board of Supervisors
FROM: J.C. Greenberg, County Deputy Fire Chief
REPORT BY: Stacie McCambridge, Staff Services Manager
SUBJECT: Budget Amendment to Increase Capital Asset Amount to a Type 6 Skeeter Ford Emergency Vehicle for Station 14

RECOMMENDATION

Approve a Budget Amendment to increase the Fire Operations Capital Assets appropriation by \$12,000 to complete a manufacturer modification in the new Type 6 emergency vehicle that was not included in the original capital asset request of \$347,062 for a new total of \$359,062. (Fiscal Impact \$12,000 Expense; Fire Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On November 8, 2022, the Board of Supervisors approved the purchase of a new Skeeter Emergency Vehicle, a four door Ford, 4-wheel drive, Type 6 Engine from Golden State Fire/Pierce Manufacturing. This request will allow for the unforeseen rise in manufacturing costs and sales tax. The original order was placed in 2022; and due to the vendors' production schedule, it is now near completion. The final modifications are being made to the apparatus and there has been an increase in costs for these modifications since the time of purchase. The other factor, the original invoice submitted had a sales tax of 7.75% which has now changed to 8.75%, increasing the cost of the total invoice from \$347,062 to \$359,062.

Requested Action:

1. Approval of a Budget Amendment increasing appropriations by \$12,000 in the Capell Valley Station subdivision (2100014-55400) by \$12,000, offset by a decrease in Fire Ops Vehicle Maintenance Expense (2100000-53355), with no net change to the Fire Fund; and
2. Increase of a capital asset in the amount of \$12,000 for the modifications/change orders requested.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | This allows for safety modifications and the rise in the percentage of sales tax. |
| Is the general fund affected? | No |
| Future fiscal impact: | Future maintenance of the engine will be included in Fire's annual budget. |
| Consequences if not approved: | Safety modifications will not be made to the engine. There will be a deficit in the new sales tax amount, preventing Fire from paying for the entirety of the invoice. |

ENVIRONMENTAL IMPACT

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



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1574

TO: Board of Supervisors
FROM: Jennifer Palmer, Director of Housing and Community Services
REPORT BY: Brandee Freitas, Staff Services Manager Housing and Community Services
SUBJECT: Amendment No. 5 to Napa County Agreement No. 170266B with Bitfocus

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement 170266B with Bitfocus, Inc. changing the contract maximum from \$255,242 to \$248,190 for the term of July 1, 2025 through June 30, 2026 and each automatic renewal thereafter, to maintain the number of licenses for users of the Homeless Management Information System (HMIS) and provide HMIS Community Administration Services. (Fiscal Impact: \$7,052 Expense reduction; Housing & Community Services Fund; Budgeted; Discretionary)

BACKGROUND

The Homeless Management Information System (HMIS) is an information technology system designed and used to collect client-level demographic data and track the provision of services to individuals and families experiencing or at risk of homelessness. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with the Federal Department of Housing and Urban Development's (HUD) data collection, management, and reporting standards. The County receives HUD grant funding through the Napa City and County CoC to support County-run homeless services, including emergency shelter and certain housing programs. The data collected helps all service providers obtain a better understanding of the needs of individuals and families experiencing homelessness and assists in the development and/or refinement of efficient delivery of program services for these County residents.

On April 8, 2014 the Board approved an agreement with Bitfocus, Inc. to provide software support and licenses for the County's HMIS. Bitfocus was selected through a formal Request for Proposals process. Since that time there have been four amendments, increasing the number of licenses under contract to meet the growing pool of service providers in the community, incorporating the Napa County ITS Big Data Integration project and adding Administrative Services.

In 2022, the Napa County Grand Jury released a report on Homelessness in Napa County. One specific recommendation provided by the Grand Jury was that the “Homeless Management Information System data should be more easily accessible to all HMIS users from different City and County departments to improve the efficiency and quality of service delivery.” Additionally, the Grand Jury recommended that the “City Managers and County Executive Officer should disseminate more data and information about homelessness to educate Napa residents about the causes and extent of homelessness in Napa and its effect upon persons living on the street.”

Amendment No. 5 to Agreement No. 170266B decreases the annual contract maximum by \$7,052, updates the scope of work to remove the one-time Napa County ITS data integration project implementation services, and revises the HMIS License fee structure. The data feed will continue to Napa County ITS.

Requested Action:

1. Approve and authorize Amendment No. 5 to Agreement 170266B with Bitfocus, Inc. decreasing the contract maximum from \$255,242 to \$248,190 and update the scope of work removing the completed Napa County Big Data Integration Project implementation service.

FISCAL IMPACT

| | |
|-----------------------------------|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Fund 2030 Housing & Community Services Division 2030002 |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | This is discretionary in that there is no mandate to move forward with the data integration project or use Bitfocus as a vendor. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | This will be included in future budgets, should there be a need for continued services. |
| Consequences if not approved: | If this is not approved, the Housing & Community Services Department will not have administrative support to ensure the HMIS system is meeting regulatory requirements and the HMIS system will lack adequate user licenses |

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
NAPA COUNTY AGREEMENT NO. 170266B**

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 170266B is effective as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and BITFOCUS, INC., with its principal place of business located in Las Vegas, NV 89117, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about April 8, 2014, COUNTY and CONTRACTOR entered into Agreement No. 170266B (formerly Agreement No. 8088, hereinafter referred to as "Agreement") for CONTRACTOR to provide software support and licenses for COUNTY's homeless management information system (HMIS); and

WHEREAS, on December 5, 2017, COUNTY and CONTRACTOR amended the agreement to add additional licenses and amend the terms and conditions; and

WHEREAS, on October 22, 2019, COUNTY and CONTRACTOR amended the Agreement to incorporate Addendum 2 to Exhibit A-2 to add additional licenses to access the HMIS; and

WHEREAS, on October 4, 2022, COUNTY and CONTRACTOR amended the agreement to add Addendum 3 to Exhibit 3-A increase the contract maximum and expand the scope of work to include system administration; and

WHEREAS, on January 30, 2024, COUNTY and CONTRACTOR amended the Agreement to increase the contract maximum and expand the scope of work to include data integration services for the County-wide Big Data Integration project and additional licenses to access the HMIS; and

WHEREAS, the parties wish to amend the Agreement to decrease the contract maximum and remove data integration services for the County-wide Big Data Integration project.


TERMS

NOW, THEREFORE, the parties amend the Agreement as follows:

1. Exhibit A-2 shall include "Addendum 5 to Exhibit A-2," attached hereto and incorporated by reference herein, and all references in the Agreement to "Exhibit A-2" shall include "Addendum 5 to Exhibit A-2" on and after the effective date of this Amendment.
2. Contract maximum shall be \$248,189. 40 from the date of this Amendment through June 30, 2026 and each automatic renewal thereof
3. In all other respects the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to Agreement No. 170266B as of the first date written above.

BITFOCUS, INC.

By 
JEFF UGAI, Chief Operating Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: September 15, 2025</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: Neha Hoskins Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

Addendum 5 to Exhibit A-2

Products & Services

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|--|-------------------|----------|-------------------|---|
| Enterprise Users Includes access to Clarity's core functionality, such as case/client management, program enrollments, and service provision. Also allows the use of canned reports (as determined by access role). \$46.35/month per user. | Annually | 105 | \$780.00 / year | \$58,401.00 / year after discount for 3 years |
| Manager Users Includes all the abilities of the Enterprise license, while also featuring the ability to configure and manage all agency operations. \$77.25/month per user. | Annually | 27 | \$1,080.00 / year | \$25,029.00 / year after discount for 3 years |
| Administrator Users Includes all the abilities of the Enterprise and Manager licenses, while also granting the authority to customize all aspects of the system. \$154.50/month per user. | Annually | 2 | \$1,854.00 / year | \$3,708.00 / year for 3 years |
| User Add-On: Data Analysis (Embedded User) Allows for easy data mining and data analysis | Annually | 15 | \$120.00 / year | \$1,800.00 / year for 3 years |

using intuitive drag-drop functionality -- right from Clarity's interface.

| | | | | |
|--|----------|----|-----------------|---------------------------------------|
| Agency Licenses | | | | \$0.00/ year |
| Each organization with distinct programs and services requires an Agency license. \$10/month per agency. | Annually | 11 | \$120.00 / year | after \$1,320.00 discount for 3 years |

| | | | | |
|--|----------|---|-------------------|---------------------------------------|
| Continuum of Care (CoC) Licenses | | | | \$0.00/ year |
| Enables streamlined regional data sharing and facilitates collaboration using a single HMIS to serve multiple CoCs. Requires Community Edition; waived for single-CoC instances. | Annually | 1 | \$2,500.00 / year | after \$2,500.00 discount for 3 years |

| | | | | |
|--|----------|---|-------------------|--|
| Platform License: Clarity Human Services Community Edition | | | | \$6,365.40 |
| The full version of Clarity Human Services. Features unlimited program/project support, agency management, customizable fields, and Coordinated Entry functionality. This version supports multiple Continuums of Care (CoC) or multiple agencies/organizations. | Annually | 1 | \$7,200.00 / year | / year after \$834.60 discount for 3 years |

| | | | | |
|---|----------|---|-------------------|--|
| Training Site License | | | | \$2,500.00 |
| A private Clarity training site. This provides a separate environment for training purposes. (optional) | Annually | 1 | \$3,000.00 / year | / year after \$500.00 discount for 3 years |

Subtotals

| | |
|-----------------|----------------------------|
| Annual subtotal | \$97,803.40 |
| | after \$32,784.60 discount |

Total

\$97,803.40

Products & Services

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|--|----------------------|----------|-------------|-------------|
| <p>HMIS Community Administration</p> <p>Bitfocus serves as the primary Community Administrator for the Homeless Management Information System (HMIS). Services include:</p> <p>a. Subject matter expertise on the local HMIS and national best practices.</p> <p>b. Coordination between the Continuum of Care (CoC) and Supported Funding Streams on HMIS and related matters</p> <p>c. Representing the HMIS Lead Entity in workgroup and committee meetings. d. Facilitating communication between partner agencies and leadership.</p> <p>e. Attending HUD HMIS training sessions and System Administration webinars on behalf of the community.</p> <p>f. Developing and maintaining a public-facing website to support the HMIS.</p> | | 1 | \$45,604.00 | \$45,604.00 |
| HMIS and Coordinated Entry Infrastructure | | 1 | \$46,893.00 | \$46,893.00 |

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|--|----------------------|----------|------------|-------|
| <p>Services include:</p> <ul style="list-style-type: none"> a. Maintain system infrastructure, including user access and lifecycle management, database management, and compliance with HUD and federal partner requirements. b. Setup, configure and support programs, projects, and services for Supported Funding Streams; including: <ul style="list-style-type: none"> i. Manage and modify the Client Profile, Enrollment, and Exit Screens per Continuum of Care (CoC) specifications. ii. Configure Coordinated Entry settings to align with local policies and procedures iii. Configure and implement programs to align with HMIS Data Standards and local policies. c. Provide onboarding, training, and consultation to new partner agencies regarding system usage, policies, and other pertinent information d. Facilitate meetings with Agency Leads for education, feedback, and community engagement. Limited to six (6) Agency Leads meetings per year. e. Create and maintain local HMIS policies, procedures, and documentation. <p>Add-on services for additional cost:</p> <ul style="list-style-type: none"> • Additional Agency Leads Meetings • Extensive or repeated Coordinated Entry system redesign initiatives • Extensive custom configurations, including custom fields, screens, or assessments | | | | |

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|--|----------------------|----------|-------------|-------------|
| <hr/> | | | | |
| <p>User Support and Help Desk</p> <p>Services include:</p> <p>a. Direct end-user support for all li- censed users, including support for local HMIS policies and workflows. Direct, in-application access to the Help Desk and documentation.</p> <p>b. Technical support to assist and support users with HMIS functional- ity.</p> <p>c. Manage trouble ticket system and respond to user issues via phone, email, and online chat channels during standard Bitfocus support hours.</p> <p>d. Facilitate escalations as appropriate,</p> | | 1 | \$26,933.00 | \$26,933.00 |
| <hr/> | | | | |
| <p>Training and Professional Development</p> <p>Services include:</p> <p>a. Comprehensive HMIS training plan developed in collaboration with the CoC. b. On-demand, recorded training sessions delivered via the Bitfocus Learning Management System (LMS), includ- ing:</p> <p>i. Customized, interactive knowl- edge checks to reinforce user com- prehension.</p> <p>ii. Access to the subscription library of on-demand courses on learn.bitofocus.com</p> <p>iii. Development and maintenance of up to two (2) custom on-demand training courses</p> <p>c. Live webinars, in-person training, or "office hours" where applicable. Limited to six (6) training sessions per year, including a combination of remote or in-person sessions.</p> | | 1 | \$8,155.00 | \$8,155.00 |

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|---|----------------------|----------|-------------|-------------|
| <p>Examples include:</p> <ul style="list-style-type: none"> i. Unique training per program type, such as webinars on housing, shelter, problem-solving, coordinated entry, outreach, and analysis. ii. Training for new program implementations (i.e., the addition of standard programs such as new buildings or shelters) and functionality deployment, except where training is specific to new services or projects. <p>Add-on services for additional cost:</p> <ul style="list-style-type: none"> • Additional live training sessions • Additional recorded training sessions or on-demand courses • Other facilitated forums or convenings | | | | |
| <p>Compliance & Data Quality Support</p> <p>Execution of the compliance duties of the HMIS Lead Agency on behalf of CoC, including planning, system-level monitoring, and enforcement of local policies and procedures to meet federal and local regulatory requirements. Limited to Supported Funding Streams. Services include:</p> <ul style="list-style-type: none"> a. Support CoC and Agency support by preparing and submitting all HUD and federal partner reports, including HMIS Shelter Point in Time data, Housing Inventory Count, LSA, System Performance Measures, ESG-CV reporting, HMIS APR, and CE APR. Work with leadership and agencies to review and submit reports based on HMIS data to other federal, state, and local entities. b. Analyze data quality to comply with HMIS Data Standards and local | | 1 | \$10.730.00 | \$10.730.00 |

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|---|----------------------|----------|-------------|-------------|
| <p>performance metrics. Includes outreach to agencies to enforce, educate, prevent, and fix data quality errors.</p> <p>c. Maintain knowledge and be well-informed of HUD grant awards to the CoC and HUD-funded programs.</p> <p>d. Remain current on HUD and federal partner training to keep abreast of the changes in data standards, reporting, grants, etc.</p> <p>e. Deliver all data elements in HMIS as set out by the HUD data standards: Ensure that relevant data is compliant with HUD standards except when otherwise directed by CoC.</p> <p>f. Routinely update the HMIS platform to maintain compliance with the latest HUD requirements; and</p> <p>g. Actively participate in responding to HUD when solicited for input/feedback on proposed changes from the HUD vendor community in collaboration with the CoC.</p> | | | | |
| <p>Reporting and Analytical Support Services include:</p> <p>a. Support retrieving and analyzing HMIS and Coordinated Entry data, including adhoc analytics support.</p> <p>b. Technical and administrative support to CoC and Agency Leads to support the use of pre-built reports in Clarity Human Services.</p> <p>c. Analysis of data related to community-level reporting of HMIS participation, bed coverage, and other required reports and guide CoC based on analysis.</p> | | 1 | \$12,071.00 | \$12,071.00 |

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|---|----------------------|----------|------------|-------|
| <hr/> | | | | |
| d. Conduct data quality analysis to improve the quality of standard data elements across program types beyond activities related to HUD HMIS report submissions. | | | | |
| e. Analyze data to identify training and online user guide and system ease-of-use gaps and adjust training and user guides to improve data quality upon data entry. | | | | |
| f. Monitor data quality after training and provide follow-up communications to attempt to correct any data entry errors. | | | | |
| g. Provide guidance and support for Data Analysis report development and ongoing reports management. | | | | |
| h. Provide supporting documentation on Data Analysis reports, including formulas for calculated fields, and meta-data (e.g., Look purpose, create date, last used date, user information, etc.) | | | | |

Requirements and Limitations:

- Reporting and analytical support requests shall be made with at least two (2) business days' notice, understanding that complex data requests may require additional time. Requests requiring over four (4) hours of work may require separate Statements of Work (SOW).
- Development of custom reports or dashboards that require custom scripting, modifications to the data model, advanced staffing support, or which integrate external data sources require a separate Statement of Work. Examples of requests considered outside the scope of this Agreement include modifications to the base data

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|---|----------------------|----------|------------|---------------------|
| models or connections to third-party data sources. • Development of custom Report Library (Pentaho) reports require separate Statements of Work (SOW). | | | | |
| Subtotals | | | | |
| One-time subtotal | | | | \$150,386.00 |
| Total | | | | \$150,386.00 |

Terms and Conditions

Monthly invoicing for term: July 1, 2025 - June 30, 2028

Assumptions and Limitations:

Designed to fulfill the responsibilities of the Lead Agency for a high-performing Homeless Management Information System (HMIS), the Bitfocus Community Administration package includes several interdependent services. Because the complexity of administration grows with the system, we offer these services at a fixed rate based on the following limitations on the maximum number of:

Users: 200

Agencies: 20

Programs: 150



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1343

TO: Board of Supervisors
FROM: Anthony Halstead- Director of Library Services
REPORT BY: Michelle Carreon- Supervising Staff Services Analyst
SUBJECT: Agreements with Innovative Interfaces Inc., Unity Courier, Inc., and Library

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 210369B with Innovative Interfaces Inc.; Amendment No. 2 to Agreement No. 220018B with Unity Courier Service, Inc.; and Agreement No. 260116B with St. Helena Public Library for services related to the Integrated Library System. (Fiscal Impact: \$100,000 Reduced Expense; Library Fund; Budgeted; Discretionary)

BACKGROUND

Innovative Interface Incorporated is a joint use agreement between Napa County Library, Napa Valley College, and Solano Community College for the Polaris Integrated Library System (ILS - "library catalog") software and hosted services. At this time, the library would like to add St. Helena Public Library to the agreement which would allow the libraries and colleges to expand their catalog and materials sharing reach. With Napa County residents receiving direct access to the St. Helena Public Library collection, either through inter-library transfer or by visiting their library in person, the Napa County Library believes funding 25% of the migration costs, with no ongoing expense, is appropriate.

With this amendment, Napa County Library will be canceling Innovative's Vega Premium Discover Consortia subscription, which was replaced by the library's subscription to BiblioCommons for cataloging services. Savings from the cancelation of this subscription will offset the cost of adding St. Helena Public Library's subscription with implementation/migration fees, therefore the contract maximum will be reduced by \$50,000 for a new contract maximum of \$700,000.

As part of the agreement with Innovative Interface Incorporated Inc., the Napa County Library (NCL) is a member of Link + (a combined catalog system of multiple California libraries). The membership requires NCL to utilize Unity Courier for interlibrary courier services. NCL agreed to contract directly with Unity for NCL, Napa Valley College, and Solano Community College. This would now include St. Helena Public Library. Due to a calculation error in our original agreement, fuel surcharges were accounted for twice, therefore when adding St. Helena Public Library to the Unity Courier service schedule, the contract maximum will be reduced

by \$50,000, for a new contract maximum of \$500,000.

The recommended agreement with St. Helena Public Library provides reimbursement of Unity Courier Services and Innovative Interfaces Inc. Polaris subscription as well as combined Integrated Library Services (ILS).

The Napa County Library is excited at the prospect of increasing the collection size of its catalog, increasing ease of use for St. Helena residents and others in the County and streamlining the process for resource sharing amongst all residents.

Requested Actions:

1. Approve and authorize Amendment No. 3 to Agreement No. 210369B with Innovative Interfaces Inc. for a maximum amount of \$700,000 to remove Vega Premium Discover Consortia subscription and provide St. Helena Public Library Polaris software subscription with implementation/migration fees; and
2. Approve and authorize Amendment No. 2 to Agreement No. 220018B with Unity Courier Service, Inc. for a maximum amount of \$500,000 to provide interlibrary courier service of books and materials for St. Helena Public Library; and
3. Approve and authorize Agreement No. 260116B with St. Helena Public Library for a maximum amount of \$110,144 for cost reimbursement to Napa County Library for St. Helena Public Library's Polaris subscription and Courier services and to purchase services and/or products on its behalf for the term October 7, 2025 through June 30, 2029.

FISCAL IMPACT

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

Approval of the Innovative Interfaces Inc. agreement would allow for the library to remove Vega Discover Consortia from the subscriptions services and to incorporate St. Helena Public Library to the Polaris Integrated Library System (ILS) subscriptions. Approval of the Unity Courier amendment would allow Napa County Library's contract to be updated and provide courier services for St. Helena Public Library. Unity Courier is responsible for the transport of materials among all the locations of the Napa County Library, Napa Valley College and Solano Community College on a daily basis.

Is the general fund affected?

No

Future fiscal impact:

The cost will be included in the recommended budget for future years. The colleges and St. Helena Public Library will reimburse Napa County Library for the cost of their Polaris and Unity services.

Consequences if not approved:

If the amendments and St. Helena Public Library agreement are not approved, St. Helena Public Library will not be included with the various library catalog, resource sharing and courier services.

ENVIRONMENTAL IMPACT

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

**THIRD AMENDMENT TO
NAPA COUNTY AGREEMENT No. 210369B**

THIS THIRD AMENDMENT to Agreement No. 210369B is made this 7th day of October, 2025 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Innovative Interfaces Incorporated, a California corporation, whose mailing address is 789 E. Eisenhower Parkway, Ann Arbor, MI 48108, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **210369B** for subscriptions to Envisionware and Polaris through Innovative Interfaces, which provides point of sale software, credit card swipes, self-check software integration and online ILS integration; and

WHEREAS, on December 23, 2023 COUNTY and CONTRACTOR amended the Agreement to increase the scope of work to include additional software subscriptions, as well as increase the contract maximum and term.

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the scope of work to include software subscriptions and implementation fees to add St Helena Public Library, remove Vega Discover (Premium/Consortia) software subscriptions and update the contract maximum.

TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 210369B in accordance with the terms and conditions set forth below:


1. Exhibit "A-2" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-3", and all references in the Agreement to Exhibit "A", Exhibit "A-1" or Exhibit "A-2" shall mean Exhibit "A-3".
2. Exhibit "B-2" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-3", and all references in the Agreement to Exhibit "B", Exhibit "B-1" or Exhibit "B-2" shall mean Exhibit "B-3".
3. Paragraph 3 "Compensation" is amended to read in full as follows:
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3", attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be seven hundred thousand dollars **(\$700,000.00)** for professional services; provided, however, that such amounts shall not

be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. This Amendment No. 3 shall be effective October 7, 2025.

5. All other terms and conditions of Agreement No. 210369B shall remain in full force and effect.

IN WITNESS WHEREOF, this THIRD Amendment of Napa County Agreement No. 210369B was executed by the parties hereto as of the date first above written.

By 
Tim McGee - Vice President, Sales Operations

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair
Board of Supervisors

“COUNTY”

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 12, 2025</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _ _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

EXHIBIT "A-3"
SCOPE OF WORK

System ID: Q-00829509 SO-INC41593

Napa County
Software Subscription Renewal
Quotation: Q-00829509

| Product Name | Code | Start Date | End Date | Price |
|--|----------------------|------------|-----------|---------------|
| Staff User Licenses Polaris Subscription | PLSADDSTAFFLIC | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Additional SIP2 Subscription | PLSADDSIP2 | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Envisionware Software Subscription | PLSADD3RDENVISIONSUB | 7/1/2026 | 6/30/2027 | 5,654.39 USD |
| Envisionware Software Subscription | PLSADD3RDENVISIONSUB | 7/1/2026 | 6/30/2027 | 2,125.47 USD |
| Polaris Core Bundle - Public | PLSBUNPUBCOR | 7/1/2026 | 6/30/2027 | 64,454.44 USD |
| Screwdriver Subscription | PLSHSTADD3RDSCREW | 7/1/2026 | 6/30/2027 | 2,199.25 USD |
| Polaris Dedicated Hosting - US/APAC | PLSHSTBUNDEDICUSAPA | 7/1/2026 | 6/30/2027 | 40,923.82 USD |
| eContent Integration Subscription | PLSADDECONT | 7/1/2026 | 6/30/2027 | 1,840.66 USD |
| Additional Patron Languages Polaris Subscription | PLSADDPATLANG | 7/1/2026 | 6/30/2027 | 2,217.44 USD |
| Polaris Outreach Services Software | PLSADDOUTREACH | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Polaris API (PAPI) | PLSADDPOLAPI | 7/1/2026 | 6/30/2027 | 0.00 USD |

| | | | | |
|--------------------------------------|----------------------|----------|-----------|------------|
| Polaris Community Profiles | PLSADDCOMMPROF | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Content Carousel | PLSADDCONTCAR | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Polaris 3rd Party eCommerce | PLSADD3RDECOMM | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Polaris PowerPAC Subscription | PLSSUBPOWERPAC | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Polaris Course Reserves Subscription | PLSSUBCOURSERES | 7/1/2026 | 6/30/2027 | 0.00 USD |
| Envisionware Software Subscription | PLSADD3RDENVISIONSUB | 7/1/2026 | 6/30/2027 | 255.02 USD |
| Total Price: 119,670.49USD | | | | |

| | |
|--|--|
| Billing Information: Please review your billing address to ensure its accuracy. | Shipping Information: Please confirm the shipping address is accurate. |
| Michelle Carreon michelle.carreon@countyofnapa.org Napa County Library 580 Coombs St Napa CA United States 94559 | Napa County Library 580 Coombs St Napa CA United States 94559 |
| <u>Electronic Invoice Recipient(s):</u> Michelle Carreon michelle.carreon@countyofnapa.org | <u>Electronic Renewal Recipient(s):</u> Michelle Carreon michelle.carreon@countyofnapa.org |

| Innovative Interfaces Rate Sheet | | |
|---|---------------------|---------------------|
| Term: | Polaris | Envisionware |
| 7/1/2024-6/30/2025 | \$104,213.03 | \$8,750.76 |
| 7/1/2025-6/30/2026 | \$106,667.26 | \$8,956.40 |
| 7/1/2026-6/30/2027 | \$110,400.61 | \$9,269.88 |
| 7/1/2027-6/30/2028 | \$114,264.63 | \$9,594.32 |
| 7/1/2028-6/30/2029 | \$118,263.91 | \$9,930.12 |
| Totals | \$553,809.44 | \$46,501.48 |

All prices quoted are exclusive of applicable taxes.

We will assess, collect from you and remit to the relevant tax office VAT, GST and other similar sales tax such as provincial sales taxes, as applicable, unless you provide valid evidence in advance of invoicing that you are exempt from such taxes. When applicable, these tax amounts will be reflected on invoices to you.

If you are required by law to deduct or withhold any amount you must ensure that we are paid the price quoted (i.e. the price quoted is the amount, we are entitled to receive in the absence of a requirement to make a deduction or withholding).

**Additional
Software**

Q-00771924

Products (Annually Recurring):

| Name | Description | Start Date | Contract Term (months) |
|--|---|------------------------|---|
| Add Associate or Affiliate Library Subscription | Bundle - Add Associate or Affiliate Library Subscription Add Associate or Affiliate Library Subscription | Upon Implementation | 48 |
| | | | Total Price for Year 1: 8,000.00 USD |

Year 2: 8,280.00 USD
Year 3: 8,659.80 USD
Year 4: 8,869.74 USD

EXHIBIT "A-3"
SCOPE OF WORK

Client: Napa County Library

Quote ID: Q-00771924

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *New Branch Profile*

1. Innovative will provide profiling services for one (1) new branch.

No work will be performed, on the client's production environment, without prior notification to, and approval from, the client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance by the client and Innovative.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

- a. Data Analyst - All Data Analysts have extensive database skills as well as in-depth knowledge of MARC.

D. Client Implementation Team

- a. Librarian Lead – Works closely with Data Analyst to ensure requirements are clear and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.

E. Implementation Assumptions

- a. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.
- b. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
- c. This service does not include loading bibs, items, patrons, or other data for the new branch; such services would incur an additional fee.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Pricing Exhibit herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply

Services Order Pricing Exhibit (Q-00771924):

Services (One Time):

| Name | Description | One Time Fee |
|---|--|-----------------------------------|
| Add Associate or Affiliate Library Subscription Implementation (Subs Service) | Add Associate or Affiliate Library Subscription Implementation Add Associate or Affiliate Library Subscription Implementation | 24,800.00 |
| | | Total Price: 24,800.00 USD |

EXHIBIT "B-3"
COMPENSATION

| Innovative Interfaces Rate Sheet | | | | |
|----------------------------------|---------------------|--------------------|--------------------|----------------------|
| Term: | Polaris | Envisionware | SHPL Polaris | Total Cost |
| 7/1/2024-6/30/2025 | \$104,213.03 | \$8,750.76 | | \$112,963.79 |
| 7/1/2025-6/30/2026 | \$106,667.26 | \$8,956.40 | \$8,000.00 | \$123,623.66 |
| 7/1/2026-6/30/2027 | \$110,400.61 | \$9,269.88 | \$8,280.00 | \$127,950.49 |
| 7/1/2027-6/30/2028 | \$114,264.63 | \$9,594.32 | \$8,569.80 | \$132,428.75 |
| 7/1/2028-6/30/2029 | \$118,263.91 | \$9,930.12 | \$8,869.74 | \$137,063.77 |
| Totals | \$553,809.44 | \$46,501.48 | \$33,719.54 | \$ 634,030.46 |

Total cost and Additional Fees:

| | | |
|---|-----------|-------------------|
| Polaris, Envisionware, and SHPL Polaris | \$ | 634,030.46 |
| Vega Premium Discover 1/1/2024-6/30/2024 | \$ | 11,500.00 |
| Vega Premium Discover 7/1/2024-6/30/2025 | \$ | 22,610.89 |
| Affiliate Library Subscription Implementation | \$ | 24,800.00 |
| Additional Software Subscriptions | \$ | 7,058.65 |
| Contract Maximum | \$ | 700,000.00 |

**SECOND AMENDMENT TO
NAPA COUNTY AGREEMENT No. 220018B**

THIS SECOND AMENDMENT to Agreement No. 220018B is made this 7th day of October, 2025 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Unity Courier Service, Incorporated, a California corporation, whose mailing address is 7555 N San Fernando, Burbank, CA 91505, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **220018B** in order to obtain interlibrary loan courier services; and

WHEREAS, on July 23, 2024, COUNTY and CONTRACTOR amended the Agreement to add additional courier pickups, incorporate Unity's fuel surcharge cost, as well as increase the contract maximum and term; and

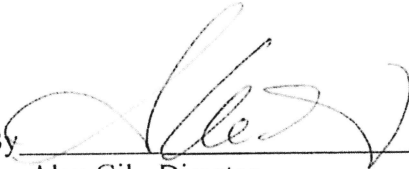
WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to add an additional courier pickup to include St Helena Public Library.


TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 220018B in accordance with the terms and conditions set forth below:

1. Exhibit "B-1" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-2", and all references in the Agreement to Exhibit "B", or Exhibit "B-1" shall mean Exhibit "B-2".
2. This Amendment No. 2 shall be effective October 7, 2025.
3. All other terms and conditions of Agreement No. 220018B shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment of Napa County Agreement No. 220018B was executed by the parties hereto as of the date first above written.

By  _____
Alex Gil - Director

By  _____
Ryan Wong- Vice President
“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
Anne Cottrell, Chair, Board of Supervisors
“COUNTY”

| | | |
|---|---|--|
| APPROVED AS TO FORM Office of County Counsel By: <i>Susan B. Altman</i> , Deputy Date: August 27, 2025 | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board | ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____ |
|---|---|--|

EXHIBIT "B-2"
Compensation and Expense Reimbursement

Rate Schedule

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Location Name & days: | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| American Canyon Lib (M-F) | \$ 715.00 | \$ 740.00 | \$ 777.00 | \$ 800.00 | \$ 837.00 |
| Calistoga Library (M-F) | \$ 715.00 | \$ 740.00 | \$ 777.00 | \$ 800.00 | \$ 837.00 |
| Napa County Library | \$ 1,350.00 | \$ 1,398.00 | \$ 1,454.00 | \$ 1,512.00 | \$ 1,572.00 |
| Napa Valley College (M&F) | \$ 360.00 | \$ 374.00 | \$ 389.00 | \$ 405.00 | \$ 421.00 |
| Solano Community College (M&W) | \$ 360.00 | \$ 374.00 | \$ 389.00 | \$ 405.00 | \$ 421.00 |
| Yountville Library (M-F) | \$ 715.00 | \$ 740.00 | \$ 777.00 | \$ 800.00 | \$ 837.00 |
| St Helena Public Library (M-F) | | \$ 740.00 | \$ 777.00 | \$ 800.00 | \$ 837.00 |
| Holds Locker (M-F) per locker | \$ 1,350.00 | \$ 1,398.00 | \$ 1,454.00 | \$ 1,512.00 | \$ 1,572.00 |
| Monthly Courier Cost | \$ 5,565.00 | \$ 6,504.00 | \$ 6,794.00 | \$ 7,034.00 | \$ 7,334.00 |
| Annual Courier Cost | \$ 66,780.00 | \$ 78,048.00 | \$ 81,528.00 | \$ 84,408.00 | \$ 88,008.00 |
| Annual Fuel Surcharge | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 |

Year 1 \$ 78,780.00

Year 2 \$ 90,048.00

Year 3 \$ 93,528.00

Year 4 \$ 96,408.00

Year 5 \$ 100,008.00

Additional Services and Expenses \$ 41,228.00

Contract Maximum: \$ 500,000.00

The Library Director or their designee are authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum of \$500,000

Additional Services & Expense

Weight Fee- the total daily shipment may weigh up to 100 pounds any additional weight over 100 pounds will be charged at \$.50 per pound

Fuel Surcharge

Holiday Charges for services rendered on Federal holidays

For any parking, loading or vendor permits require to operate on campus

Additional days of courier services in addition to rate schedule above

The cost of courier pouches, transport bins, security vaults and such other items required or requested by Library

Unity Courier Service
Fuel Escalation Calculation Grid

- 1) A fuel surcharge will be added to the contracted monthly price for courier services in accordance with the requirements herein and the Table below.
- 2) The California statewide retail gasoline prices for MIDGRADE gasoline announced during the last week of the month will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the following month's invoice on a quarterly basis in January, April, July, and October. The current California statewide retail gasoline prices can be obtained on the internet at:
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm

Example: Statewide retail gasoline prices for MIDGRADE gasoline published during the last week of December will be used to determine the fuel surcharge that will be effective for the months of January - March.

Fuel Surcharge Index Table

When the Statewide retail gasoline prices is:

| At Least | But Less Than | Fuel Surcharge |
|----------|---------------|----------------|
| \$ 3.50 | \$ 3.59 | 0% |
| \$ 3.60 | \$ 3.69 | 0.50% |
| \$ 3.70 | \$ 3.70 | 1.00% |
| \$ 3.80 | \$ 3.89 | 1.50% |
| \$ 3.90 | \$ 3.99 | 2.00% |
| \$ 4.00 | \$ 4.09 | 2.50% |
| \$ 4.10 | \$ 4.19 | 3.00% |
| \$ 4.20 | \$ 4.29 | 3.50% |
| \$ 4.30 | \$ 4.39 | 4.00% |
| \$ 4.40 | \$ 4.49 | 4.50% |
| \$ 4.50 | \$ 4.59 | 5.00% |
| \$ 4.60 | \$ 4.69 | 5.50% |
| \$ 4.70 | \$ 4.79 | 6.00% |
| \$ 4.80 | \$ 4.89 | 6.50% |
| \$ 4.90 | \$ 4.99 | 7.00% |
| \$ 5.00 | \$ 5.09 | 7.50% |
| \$ 5.10 | \$ 5.19 | 8.00% |
| \$ 5.20 | \$ 5.29 | 8.50% |
| \$ 5.30 | \$ 5.39 | 9.00% |
| \$ 5.40 | \$ 5.49 | 9.50% |
| \$ 5.50 | \$ 5.59 | 10.00% |
| \$ 5.60 | \$ 5.69 | 10.50% |
| \$ 5.70 | \$ 5.79 | 11.00% |
| \$ 5.80 | \$ 5.89 | 11.50% |
| \$ 5.90 | \$ 5.99 | 12.00% |

\$6.00 or more, apply .5% additional fuel surcharge for every \$.10 per gallon increase in the Statewide retail gasoline price for MIDGRADE gasoline. Less than \$3.59 on the Statewide retail gasoline prices – No surcharge will apply.

NAPA COUNTY AGREEMENT NUMBER 260116B

MEMORADUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this 7th day of October, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" on behalf of Napa County Library CITY OF ST. HELENA, hereinafter referred to as "CITY" on behalf of St. Helena Public Library located at 1492 Library Lane, St. Helena, CA, 94574.

RECITALS

WHEREAS, on December 19, 2023 COUNTY entered into a contract with Innovative Interfaces Incorporated for Polaris, an Integrated Library system "ILS" and Unity Courier; and

WHEREAS, having a ILS system creates the need of courier services for library materials between the COUNTY and the CITY; and

WHEREAS, the CITY requested to have their cost built into the COUNTY's agreement with Innovative Interfaces Incorporated and Unity Courier; and

WHEREAS, the ILS system and cooperation between COUNTY and the CITY creates opportunities to for services and products at cost savings for both libraries; and

WHEREAS, the CITY requests that COUNTY develop a pricing structure for Polaris and Courier services and to purchase services and/or products on its behalf.

TERMS

NOW, THEREFORE, the parties agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2029, unless terminated earlier in accordance with Paragraph 5.
2. **Maximum Amount.** The Maximum payments under this Agreement shall be a total of one hundred and ten thousand, one hundred forty-three dollars and fifty four cents (**\$110,143.54**) for professional services and products based upon services actually rendered and expenses actually incurred.
3. **E-mail or Written Consent Required.** Upon the e-mail or written consent of the persons designated in Paragraph 6, Napa County Library, on behalf of COUNTY, may purchase library courier services and other products and services on behalf of the CITY.

4. **Reimbursement for Services and Products.** Reimbursement for Services and Products will follow the formula outlined in Exhibit "A" attached hereto and incorporated by this reference herein.
5. **Termination.** This Agreement may be terminated by COUNTY or by the CITY for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 30 days prior to the effective date for Unity Courier services, or by March each fiscal year to cancel Innovative Interfaces Polaris subscription. Innovative Interfaces contract term runs from July 1st thru June 30th of each fiscal year with payment due in July. Innovative Interfaces Incorporated requires 90 days' notice before annual billing to terminate services. However, ST. HELENA PUBLIC LIBRARY shall still be required to pay for the cost of products and services made pursuant to this agreement before the effective termination.
6. **Notices.** All notices required or authorized by this Agreement shall be in e-mail or in writing. 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

Anthony Halstead
Director of Library Services
580 Coombs Street
Napa, CA 94559

CITY

Mara Strickler
Deputy Director, Community Services - Library
1492 Library Lane
St. Helena CA 94574

7. **Indemnification/Hold Harmless.** To the full extent permitted by law, COUNTY and the CITY shall each defend, indemnify and hold harmless each other as well as their respective 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 out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
8. **Amendments.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Insurance.** The CITY 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, the CITY shall provide workers' compensation insurance for the performance of any of the CITY 's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) **General Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, 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 that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence.

(c) **Certificates of Coverage.** Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, 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 the CITY with the Anthony Halstead prior to commencement of performance of any of the CITY 's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that

only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. The CITY shall file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation for the Workers Compensation insurance coverage,

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of the CITY 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 the CITY 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.

(4) Upon request by COUNTY's Risk Manager, the CITY 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.


(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

10. **Interpretation.** This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. 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.
11. **Conflict of Interest.** By executing this Agreement, the COUNTY hereby determines that the CITY has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.
12. **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.
13. **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.

14. **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.
15. **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.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

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

By 
Anil Comelo (Sep 19, 2025 10:58:00 PDT)
ANIL COMELO, City Manager

“CITY”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair, Board of Supervisors

“COUNTY”

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: September 18, 2025</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|

EXHIBIT "A"
COMPENSATION

| Unity Rate Schedule | | Year1 | Year2 | Year3 | Year4 |
|--|--------------|--------------|--------------|--------------|---------------|
| Location Name & Days: | | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| St. Helena Public Library (M thru F) | | \$ 740.00 | \$ 777.00 | \$ 800.00 | \$ 837.00 |
| Monthly Courier Cost | | \$ 740.00 | \$ 777.00 | \$ 800.00 | \$ 837.00 |
| Annual Courier Cost | | \$ 8,880.00 | \$ 9,324.00 | \$ 9,600.00 | \$ 10,044.00 |
| Annual Fuel Surcharge (Estimate) | | \$ 1,200.00 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,200.00 |
| Total Cost: | | \$ 10,080.00 | \$ 10,524.00 | \$ 10,800.00 | \$ 11,244.00 |
| | | | | | |
| Polaris Rate Schedule | | | | | |
| Term: | Polaris | NCL | NVC | SCC | SHPL |
| 7/1/2024-6/30/2025 | \$104,213.03 | \$85,277.52 | \$9,754.34 | \$9,181.17 | |
| 7/1/2025-6/30/2026 | \$106,667.26 | \$87,285.82 | \$9,984.06 | \$9,397.39 | \$8,000.00 |
| 7/1/2026-6/30/2027 | \$110,400.61 | \$90,340.82 | \$10,333.50 | \$9,726.29 | \$8,280.00 |
| 7/1/2027-6/30/2028 | \$114,264.63 | \$93,502.75 | \$10,695.17 | \$10,066.71 | \$8,569.80 |
| 7/1/2028-6/30/2029 | \$118,263.91 | \$96,775.36 | \$11,069.50 | \$10,419.05 | \$8,869.74 |
| Totals | \$553,809.44 | \$453,182.26 | \$51,836.56 | \$48,790.61 | \$33,719.54 |
| | | | | | |
| SHPL Cost for Services: | Year 1 | Year 2 | Year 3 | Year 4 | Maximum |
| Unity Cost | \$ 10,080.00 | \$ 10,524.00 | \$ 10,800.00 | \$ 11,244.00 | \$ 42,648.00 |
| Polaris Cost | \$8,000.00 | \$8,280.00 | \$8,569.80 | \$8,869.74 | \$ 33,719.54 |
| Polaris Implementation | \$31,800.00 | | | | \$31,800.00 |
| Reimplement Link + | \$9,926.00 | | | | \$9,926.00 |
| Napa Library credit Polaris Implementation (25%) | (\$7,950.00) | | | | (\$7,950.00) |
| | \$ 51,856.00 | \$ 18,804.00 | \$ 19,369.80 | \$ 20,113.74 | \$ 110,143.54 |

The Library Director or their designee are authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum






AATF St Helena_Napa_MOU

Final Audit Report

2025-09-19

| | |
|-----------------|---|
| Created: | 2025-09-19 |
| By: | Erika Opp (eopp@cityofsthenana.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9uJdWHYZamkF3HUEogCRXLjD4T4yxX4 |

"AATF St Helena_Napa_MOU" History

-  Document created by Erika Opp (eopp@cityofsthenana.org)
2025-09-19 - 5:25:55 PM GMT
-  Document emailed to Anil Comelo (acomelo@cityofsthenana.org) for signature
2025-09-19 - 5:26:00 PM GMT
-  Email viewed by Anil Comelo (acomelo@cityofsthenana.org)
2025-09-19 - 5:57:39 PM GMT
-  Document e-signed by Anil Comelo (acomelo@cityofsthenana.org)
Signature Date: 2025-09-19 - 5:58:00 PM GMT - Time Source: server
-  Agreement completed.
2025-09-19 - 5:58:00 PM GMT



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1407

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Christopher Silke, District Engineer
SUBJECT: Adoption of Cal OES Form 130 Resolution

RECOMMENDATION

Adopt a Resolution authorizing the District Engineer or Public Works Director to submit applications and execute documents for and on behalf of the District related to receiving financial assistance from Cal OES, including FEMA Disaster Relief Declaration No. 4683 for the January 2023 winter storm damage. (No Fiscal Impact)

BACKGROUND

Atmospheric river storms in January 2023 brought intense rainfall with runoff and infiltration entering the sewer collection system impacting the operation of Sewer Lift Station 2 and the Wastewater Treatment Plant. Temporary engine-driven pump rental equipment and emergency extraction of sanitary solids in commercial trucks were necessary to prevent sanitary sewer overflows. A landslide also prompted immediate repair of a water main break below Steele Canyon Road. Staff collaborated with Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES) officials to secure natural disaster aid over the past two years.

Cal OES requires applicants for financial assistance to file an approved Form 130 resolution identifying the individuals who may act, sign documents and provide information related to declared State disasters. Resolutions must be renewed every 3 years. The proposed resolution will designate Chris Silke, District Engineer, and Steve Lederer, Director of Public Works, as both being authorized to take such actions on behalf of the District.

Requested Actions:

1. Adopt a Resolution authorizing the District Engineer or Public Works Director to submit applications and execute documents for and on behalf of the District related to receiving financial assistance from Cal OES, including FEMA Disaster Relief Declaration No. 4683.

FISCAL IMPACT

| | |
|-----------------------------------|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Eligible storm damage work through the Public Assistance Grant Program is reimbursed as follows: FEMA 75%, CalOES 12.5% and District 7.5%. FEMA Category B Emergency Protective Measure Worksheets have been approved by FEMA / CalOES personnel. |
| Is the general fund affected? | No |
| Future fiscal impact: | None |
| Consequences if not approved: | District will not be reimbursed for January 2023 storm damage costs paid by available Fund Balance. |

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. _____ (NBRID)

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA
BERRYESSA RESORT IMPROVEMENT DISTRICT,
DESIGNATING DISTRICT'S AGENTS FOR PURPOSES OF APPLYING
FOR AND RECEIVING FINANCIAL ASSISTANCE FROM THE OFFICE
OF EMERGENCY SERVICES**

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) requires non-state agencies applying for financial assistance to submit a resolution designating individuals authorized to engage with the Federal Emergency Management Agency (FEMA) and Cal OES regarding grants for which they have applied; and

WHEREAS, the Governing Board of the District desires to designate such individuals for all open and future applications for financial assistance from Cal OES;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Napa Berryessa Resort Improvement District (District) as follows:

1. The Board hereby designates Christopher Silke, District Engineer, or Steven Lederer, Director of Public Works, to execute for and on behalf of the District, a resort improvement district established pursuant to California Public Resources Code sections 13000 et seq., applications for financial assistance and to file them with Cal OES for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM), 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.
- Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968.
- National Earthquake Hazards Reduction Program (NEHRP) 42 U.S. Code 7704 (b)(2)(A)(ix) and 42 U.S. Code 7704 (b)(2)(B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141.
- California Early Earthquake Warning (CEEW) under California Government Code, Title 2, Division 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, and 8587.12.

2. The Board hereby authorizes the above designated agents to provide to Cal OES, for all matters pertaining to such state disaster assistance, the assurances and agreements required.

3. This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the governing board of the Napa Berryessa Resort Improvement District at a regular meeting held on the ____ day of _____, 2025 by the following vote:

| | | |
|----------|---------|-------|
| AYES: | MEMBERS | _____ |
| | | _____ |
| NOES: | MEMBERS | _____ |
| ABSTAIN: | MEMBERS | _____ |
| ABSENT: | MEMBERS | _____ |

NAPA BERRYESSA RESORT IMPROVEMENT
DISTRICT, a special district of the State of
California

ANNE COTTRELL,
Chair of the Governing Board

| | | |
|--|---|--|
| APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>September 24, 2025</u> PL Doc. No. 139682 | APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District | ATTEST: NEHA HOSKINS Secretary of the District By: _____ |
|--|---|--|



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1690

TO: Housing Authority Commissioners
FROM: Jennifer Palmer, Executive Director Housing Authority
REPORT BY: Alex Carrasco, Project Manager
SUBJECT: Third Amendment to Agreement No. 250009B (NCHA) with Environmental Aqua, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 250009B (NCHA) with Environment Aqua, Inc. to increase the contract maximum from \$29,267 to \$41,600 in Fiscal Year 2025-2026 for water treatment services. (Fiscal Impact: \$12,333 Expense; Housing Authority Fund; Budgeted; Mandatory)

BACKGROUND

Napa County Housing Authority contracts with Environmental Aqua (Operator) for all water treatment operations and maintenance of the Farmworker Center Public Water Systems (PWS). The Operator is certified by the state for treatment and has over thirty-eight (38) years of experience in the water improvement industry. Routine maintenance at this PWS includes addition of media to remove arsenic, an element found naturally in underground raw water. The Operator recommends emergency replacement of media to remove additional arsenic and ensure safe, healthy drinking water to all residents (lodgers and property management staff).

Requested Action:

Approve and authorize Amendment No. 3 to Agreement 250009B (NCHA) with Environmental Aqua, Inc. to increase contract maximum to \$41,600 for Fiscal Year 2025-2026.

FISCAL IMPACT

| | |
|-----------------------------------|-----------|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Is it Mandatory or Discretionary? | Mandatory |

| | |
|-------------------------------|---|
| Discretionary Justification: | This is a matter of health and safety for onsite residents that will ensure safe drinking water for farmworkers residing at the Farmworker Centers. |
| Is the general fund affected? | No |
| Future fiscal impact: | Services will be budgeted accordingly on an annual basis to ensure compliance and safety. |
| Consequences if not approved: | Potential violation of public health if water is not treated accordingly. |

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.

**AMENDMENT NO. 3 TO
NAPA COUNTY HOUSING AUTHORITY AGREEMENT NO. 250009B (NCHA)
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 TO NAPA COUNTY HOUSING AUTHORITY AGREEMENT NO. 250009B is made and entered into as of this 7th day of October, 2025, by and between NAPA COUNTY HOUSING AUTHORITY, a public housing authority established pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as “AUTHORITY”, and ENVIRONMENTAL AQUA Inc., a California corporation whose mailing address is 896 Aldrige Road, Suite D, Vacaville, CA. 95688, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on June 25, 2024, AUTHORITY and CONTRACTOR entered into Napa County Housing Authority Agreement No. 250009B (Agreement) in order to provide routine and non-routine water system inspection, testing, and maintenance consisting of a Certified Water Distribution Operator service at a Grade 2 level for the three farmworker housing centers owned by AUTHORITY ; and

WHEREAS, on September 10, 2024 AUTHORITY entered into Amendment No.1 to add non-routine services for water treatment;

WHEREAS, on July 1, 2025 AUTHORITY entered into Amendment No.2 to extend the term of agreement and increase the maximum compensation;

WHEREAS, AUTHORITY needs additional non-routine services for water treatment for Fiscal Year 2025/2026 increasing the maximum compensation to accommodate these additional services and CONTRACTOR is willing and able to provide these additional services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, AUTHORITY and CONTRACTOR agree to amend the Agreement No. 250009B as follows:

TERMS

1. Exhibit “A” and Exhibit “A-2” of the Agreement are rescinded and replaced in full by the document entitled Exhibit “A-3,” respectively incorporated herein, and all references in the Agreement to Exhibit “A” and “A-2” shall mean Exhibit “A-3” for services provided by CONTRACTOR in Fiscal Year 2024-2025.
2. Exhibit “A-4” shall reflect the fee schedule for services provided by CONTRACTOR in Fiscal Year 2025-2026, and incorporated herein.
3. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, AUTHORITY shall pay CONTRACTOR at the rates set forth in Exhibit "A-3" for services provided in Fiscal Year 2024-2025 and "A-4" for services provided in Fiscal Year 2025-2026 attached hereto and incorporated by reference herein.

(b) Expenses. No Travel or other expenses shall be reimbursed by AUTHORITY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be set forth in the table below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

| Fiscal Year | Annual Total |
|-------------|--------------|
| 2024-2025 | \$126,870 |
| 2025-2026 | \$41,600 |

4. This Amendment No. 3 represents all the changes to the Agreement agreed to by the AUTHORITY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in Amendment No. 3 shall remain in full force and effect.

5. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

6. This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format (PDF) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amendment No. 3 is executed by the AUTHORITY, acting by and through the Chair of the Board of Commissioners, and by CONTRACTOR through its duly authorized officer.

Environmental Aqua, Inc. , a California Corporation,

By: 
DUANE E. JOHNSON, President

By: 
MELODIE BULLOCK, Secretary

NAPA COUNTY HOUSING AUTHORITY, a Public
Housing Authority

By: _____
Anne Cottrell, Chair
Board of Commissioners

“AUTHORITY”

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> Authority Counsel</p> <p>Date: 9/17/25</p> | <p>APPROVED BY THE NAPA COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Commissioners</p> <p>By: _____ _____</p> |
|--|--|--|

NCHA FARM WORKER CENTERS FY 2025/2026 BUDGET

| DATE | NCHA | NCHA | NCHA | SUBTOTAL |
|-----------------|---------|-----------|-------------|-----------------|
| | MONDAVI | CALISTOGA | RIVER RANCH | |
| Jul-25 | 1274.26 | 14145.35 | 1238.48 | 16658.09 |
| Aug-25 | 2896.85 | 14979.89 | 2541.51 | 20418.25 |
| Sep-25 | 1420.27 | 1667.58 | 1341.09 | 4428.94 |
| SUBTOTAL | | | | 41505.28 |
| TOTAL | 5591.38 | 30792.82 | 5121.08 | 41505.28 |

**NAPA COUNTY HOUSING AUTHORITY
FARM WORKER HOUSING SYSTEM
Water System Operation Services
Calistoga Farm Worker Center (CA2800039)
EAI Price List for FY 2025/26**

Dated: 05/07/2025

| Materials/Service: | Monthly Fee(s) | Quarterly Fee(s) | Annual Fee(s) | Annual Total |
|---|---------------------------|-----------------------------|--------------------------|-------------------------|
| Monthly Maintenance Fee | 555 | | | 6660 |
| Bacterial Test | 70 | | | 840 |
| Bacterial Test MPN Raw well | | 86 | | 344 |
| Document Processing Fee | 12 | 12 | | 336 |
| RAW WATER SAMPLE | | | | |
| Arsenic Total | 48 | | | 576 |
| Iron | 33 | | | 396 |
| Manganese | 33 | | | 396 |
| SOFTENER EFFLUENT SAMPLE | | | | |
| Iron | 33 | | | 396 |
| Manganese | 33 | | | 396 |
| ARSENIC TRAIN EFFLUENT SAMPLE | | | | |
| Arsenic Lead | 38 | | | 456 |
| Arsenic Lag - Comb. Treated | 38 | | | 456 |
| Document Processing Fee | 96 | | | 1152 |
| Electronic Document Transfer Fee (EDT) | 90 | | | 1080 |
| pH Test (onsite) | 15 | | | 180 |
| Hardness Test (onsite) | 12 | | | 144 |
| Doc Processing fee for Hardness & pH | 4 | | | 48 |
| Nitrate Test | | | 71 | 71 |
| Nitrate Document Processing Fee | | | 12 | 12 |
| Nitrate EDT Fee | | | 90 | 90 |
| Synthetic Organic Chemicals (SOC) | | | 2884 | 2884 |
| SOC Doc. Processing Fee | | | 12 | 12 |
| SOC EDT Fee | | | 90 | 90 |
| Safer Clearinghouse Mos Water Rpt \$125.00 | 125 | | | 1500 |
| Back Flow Prevention Inspection/Certification (2) | | | 390 | 390 |

| FY 2025/2026 | Monthly | Quarterly | Annual | Annual |
|---|-----------------|-------------|--------------|------------------|
| Calistoga - Page 2 | Fee(s) | Fee(s) | Fee(s) | Total |
| Materials/Service-Delivery Fee/per month \$85.00 | 85 | | | 1020 |
| *Salt (avg. 15 bags/mos.) \$14.80/ea. | 222 | | | 2664 |
| *4"x20" 5005 Filter (2 filters every 2 mos) \$45.36 ea. | 90.72 | | | 544.32 |
| *Res-up Resin Cleaner (1 quart/mos) | 21 | | | 252 |
| *UV Germicidal Lamp Replacement (2 lamps) | | | 848 | 848 |
| *UV Quartz Sleeve Replacement | | | 532 | 532 |
| Annual Tank Cleaning (2 tanks) \$390 ea. | | | 780 | 780 |
| Consumer Confidence Reports | | | 475 | 475 |
| Electronic Annual Report (eAR) to SWRCB | | | 475 | 475 |
| *Adsorption Column(avg. 6/per yr. \$11,536.00 ea) | | | 69216 | 69216 |
| Annual PWS Inspection w/NCEH | | | 545 | 545 |
| Annual Site Clean-up for NCEH Inspection | | | 145 | 145 |
| Back-up Power Exercise and Maintenance | | 185 | | 740 |
| *UV Wiper-arm Rebuild Kit | | | 574 | 574 |
| *Secure Sample Tap Enclosure Box (3) | | | 2375 | 2375 |
| **Non-Routine Cross-CC Survey & Program | | | 4350 | 4350 |
| Non-Routine Services | | | 4500 | 4500 |
| Annual backup generator training | | | 300 | 300 |
| Annual Emergency Services Fund | | | 2000 | 2000 |
| | | | | |
| | | | | |
| Mos, Qtrly & Annual Subtotal | -1665.72 | 283 | | 111240.32 |
| ANNUAL BUDGET TOTAL (12 months) | 19444.32 | 1132 | 90664 | 111240.32 |

NOTE: Materials subject to State of CA sales tax of 7.75% are denoted with an asterisk (*) and estimated & under Budget Projection

****Non-Routine Cross-Connection Survey and Program to be completed by 06/30/2025**

Mos Site Service Fee has increased by \$10.00/mos.

Doc Processing Fee has increased by \$1.00

Route Service Fee has increased by \$40.00/mos/

Everything else is bolded highlighted in Blue

**NAPA COUNTY HOUSING AUTHORITY
FARM WORKER HOUSING SYSTEM
Water System Operation Services
Mondavi Farm Worker Center (CA2800040)
EAI Price List for FY 2025/2026**

Dated: 05/07/2025

| Materials/Service | Monthly Fee(s) | Weekly Fee(s) | Quarterly Fee(s) | Annual Fees | Annual Total |
|---|-------------------|------------------|---------------------|----------------|------------------------|
| Monthly Maintenance Fee | \$ 555.00 | | | | \$ 6,660.00 |
| Bacterial Test (present/absent) Treated Water | \$ 70.00 | | | | \$ 840.00 |
| Bacterial Test MPN Raw well | \$ 86.00 | | | | \$ 1,032.00 |
| Bacterial Document Processing Fee | \$ 24.00 | | | | \$ 288.00 |
| RAW WATER SAMPLE | | | | | |
| Iron | | | \$ 43.00 | | \$ 172.00 |
| Iron Document Processing Fee | | | \$ 12.00 | | \$ 48.00 |
| Iron Elec. Doc. Trans. (EDT) Fee | | | \$ 90.00 | | \$ 360.00 |
| Manganese | | | \$ 33.00 | | \$ 132.00 |
| Manganese Document Processing Fee | | | \$ 12.00 | | \$ 48.00 |
| Manganese Elec. Doc. Trans. (EDT) Fee | | | \$ 90.00 | | \$ 360.00 |
| EFFLUENT SAMPLE | | | | | |
| Mo. pH-wkly tank lvi-temp-wkly readings | \$ 25.00 | | | | \$ 300.00 |
| Onsite Manganese | | \$ 12.00 | | | \$ 624.00 |
| Doc Processing Fee | | \$ 4.00 | | | \$ 208.00 |
| Onsite Hardness | \$ 11.00 | | | | \$ 132.00 |
| Doc Processing Fee | \$ 6.00 | | | | \$ 72.00 |
| SOURCE CHEMICAL MONITORING | | | | | |
| Nitrate Test | | | | \$ 71.00 | \$ 71.00 |
| Nitrate Document Processing Fee | | | | \$ 12.00 | \$ 12.00 |
| Nitrate Elec.Doc.Trans.(EDT) Fee | | | | \$ 90.00 | \$ 90.00 |
| Volatile Organic Chemicals (VOC) | | | | \$ 318.00 | \$ 318.00 |
| VOC Doc. Processing Fee | | | | \$ 12.00 | \$ 12.00 |
| VOC EDT Fee | | | | \$ 90.00 | \$ 90.00 |
| Safer Clearinghouse Mos Water Usage Logging | \$ 125.00 | | | | |
| BackFlow Prevention Inspect/Cert. (4) \$195 ea. | | | | \$ 780.00 | \$ 780.00 |
| Materials/Service - Delivery Fee/per month | \$ 85.00 | | | | \$ 1,020.00 |
| *Salt (avg. 15 bags/mos.) \$14.80 ea. | \$ 222.00 | | | | \$ 2,664.00 |
| *Res-up Resin Cleaner (1 quart/mos.) | \$ 21.00 | | | | \$ 252.00 |

| FY 2025/2026 | Monthly Fee(s) | Weekly Fee(s) | Quarterly Fee(s) | Annual Fees | Annual Total |
|---|---------------------|------------------|---------------------|---------------------|---------------------|
| Mondavi - Page 2 | | | | | |
| *4"x20" 5005 Filters (2 ea 2 mos) \$45.36 ea. | \$ 45.36 | | | | \$ 544.32 |
| *UV Germicidal Lamp Replacement (2 lamps) | | | | \$ 848.00 | \$ 848.00 |
| *UV Quartz Sleeve Replacement | | | | \$ 532.00 | \$ 532.00 |
| Annual Tank Cleaning (2 tanks) \$390. | | | | \$ 780.00 | \$ 780.00 |
| Consumer Confidence Reports | | | | \$ 475.00 | \$ 475.00 |
| Electronic Annual Report (eAR) to SWRCB | | | | \$ 475.00 | \$ 475.00 |
| Annual PWS Inspection w/NCEH | | | | \$ 545.00 | \$ 545.00 |
| Back Flow Prevention Inspect/Certif (4) | | | | \$ 780.00 | \$ 780.00 |
| Back-up Power Exercise and Maintenance | | | \$ 185.00 | | \$ 740.00 |
| *UV Wiper-arm Rebuild Kit | | | | \$ 574.00 | \$ 574.00 |
| Annual Site Clean-up for NCEH Inspection | | | | \$ 217.50 | \$ 217.50 |
| *Secure Sample Tap Enclosure Box (3) | | | | \$ 2,375.00 | \$ 2,375.00 |
| **Non-Routine Cross-CC Survey & Program | | | | \$ 4,350.00 | \$ 4,350.00 |
| Non-Routine Services | | | | \$ 4,500.00 | \$ 4,500.00 |
| Annual backup generator training | | | | \$ 300.00 | \$ 300.00 |
| Annual Emergency Services Fund | | | | \$ 2,000.00 | \$ 2,000.00 |
| Annual Total Subtotal | | | | TOTAL | \$ 38,120.82 |
| Monthly, Weekly & Quarterly Subtotal | \$ 1,275.36 | \$ 16.00 | \$ 465.00 | | |
| ANNUAL BUDGET TOTAL (12 months) | \$ 15,304.32 | \$ 832.00 | \$ 1,860.00 | \$ 20,124.50 | \$ 38,120.82 |

NOTE: Materials subject to State of CA sales tax of 7.75% are denoted with an asterisk (*) and estimated & under Budget Projection

**Non-Routine Cross-Connection Survey and Program to be completed by 06/30/2025

Mos Site Service Fee has increased by \$10.00/mos.

Doc Processing Fee has increased by \$1.00

Route Service Fee has increased by \$40.00/mos/

Everything else is bolded highlighted in Blue

**NAPA COUNTY HOUSING AUTHORITY
FARM WORKER HOUSING SYSTEM
Water System Operation Services
River Ranch Farm Worker Center (CA2800035)
EAI Price List for FY 2025/2026**

Dated: 05/07/2025

| Materials/Service | Monthly Fee(s) | Weekly Fee | Miscellaneous Fee(s) | Quarterly Fee(s) | Annual Testing | Annual Total |
|---|-------------------|---------------|-------------------------|---------------------|-------------------|------------------------|
| Monthly Maintenance Fee | \$ 555.00 | | | | | \$ 6,660.00 |
| Bacterial Test (present/absent) Treated Water | \$ 70.00 | | | | | \$ 840.00 |
| Bacterial Test MPN Raw well | \$ 86.00 | | | | | \$ 1,032.00 |
| Bacterial Document Processing Fee | \$ 24.00 | | | | | \$ 288.00 |
| SOFTENER EFFLUENT SAMPLE | | | | | | |
| Iron - Lab | | | | \$ 43.00 | | \$ 172.00 |
| Manganese - Lab | | | | \$ 33.00 | | \$ 132.00 |
| Document Processing Fee | | | | \$ 24.00 | | \$ 96.00 |
| Elec.Doc.Trans.(EDT) Fee | | | | \$ 90.00 | | \$ 360.00 |
| Color - Laboratory Special Group | | | | \$ 37.00 | | \$ 148.00 |
| Odor - Laboratory Special Group | | | | \$ 53.00 | | \$ 212.00 |
| Turbidity - Laboratory Special Group | | | | \$ 36.00 | | \$ 144.00 |
| Document Processing Fee | | | | \$ 36.00 | | \$ 144.00 |
| Elec.Doc.Trans.(EDT) Fee | | | | \$ 90.00 | | \$ 360.00 |
| EFFLUENT WATER | | | | | | |
| Mo. pH-wkly Cl2 resid-tank lvl-temp-wkly readings | | \$ 30.00 | | | | \$ 1,560.00 |
| Hardness | \$ 12.00 | | | | | \$ 144.00 |
| Doc Process Fee-Hardness & Wkly MN readings | \$ 7.00 | | | | | \$ 84.00 |
| Iron - 8 months of the year | | | \$ 12.00 | | | \$ 96.00 |
| Manganese - 8 months of the year | | | \$ 12.00 | | | \$ 96.00 |
| Document Processing Fee (Mos Trtd & Raw) | | | \$ 7.00 | | | \$ 56.00 |
| RAW WATER SAMPLE | | | | | | |
| Secondary Standards | | | | | \$ 1,043.00 | \$ 1,043.00 |
| Document Processing Fee | | | | | \$ 12.00 | \$ 12.00 |
| Elec.Doc.Trans.(EDT) Fee | | | | | \$ 90.00 | \$ 90.00 |
| Nitrate Test | | | | | \$ 71.00 | \$ 71.00 |
| Nitrate Document Processing Fee | | | | | \$ 12.00 | \$ 12.00 |
| Nitrate Elec.Doc.Trans.(EDT) Fee | | | | | \$ 90.00 | \$ 90.00 |

| FY 2025/2026 - River Ranch - Page 2 | Monthly Fee(s) | Weekly Fee | Miscellaneous Fee(s) | Quarterly Fee(s) | Annual Total | Annual Total |
|---|-------------------------|------------------------|-------------------------|------------------------|-------------------------|-------------------------|
| SOURCE CHEM. MONITOR REQUIREMENTS | | | | | | |
| Nitrite Test | | | | | \$ 71.00 | \$ 71.00 |
| Nitrite Document Processing Fee | | | | | \$ 12.00 | \$ 12.00 |
| Nitrite Elec.Doc.Trans.(EDT) Fee | | | | | \$ 90.00 | \$ 90.00 |
| Primary Inorganics | | | | | \$ 960.00 | \$ 960.00 |
| Primary Inorganics Doc Processing Fee | | | | | \$ 12.00 | \$ 12.00 |
| Primary Inorganics EDT Fee | | | | | \$ 90.00 | \$ 90.00 |
| Volatile Organic Chemicals (VOC) | | | | | \$ 318.00 | \$ 318.00 |
| VOC Document Processing Fee | | | | | \$ 12.00 | \$ 12.00 |
| VOC EDT Fee | | | | | \$ 90.00 | \$ 90.00 |
| Synthetic Organic Chemicals (SOC) | | | | | \$ 2,884.00 | \$ 2,884.00 |
| SOC Document Processing Fee | | | | | \$ 12.00 | \$ 12.00 |
| SOC EDT Fee | | | | | \$ 90.00 | \$ 90.00 |
| BackFlow Prevention Inspect/CertS (2) \$195. ea. | | | | | \$ 390.00 | \$ 390.00 |
| Safer Clearinghouse Mos Water Usage Logging | \$ 125.00 | | | | | \$ 1,500.00 |
| Dist. Chlorine Residual Annual Avg. (RAA) | | | | | | |
| RAA Report to CDPH Processing Fee | | | | \$ 30.00 | | \$ 120.00 |
| Materials/Service - Delivery Fee/per month | \$ 85.00 | | | | | \$ 1,020.00 |
| *Salt (avg. 15 bags/mos.) \$14.80/ea. | \$ 222.00 | | | | | \$ 2,664.00 |
| *Sodium Hypochlorite (est. 2 gal/mos.) \$24.50 ea | \$ 49.00 | | | | | \$ 588.00 |
| *Res-up Resin Cleaner (1 quart) | \$ 21.00 | | | | | \$ 252.00 |
| *Stenner Rebuild Kit | | | | | \$ 295.00 | \$ 295.00 |
| Consumer Confidence Report | | | | | \$ 475.00 | \$ 475.00 |
| Electronic Annual Report (eAR) to SWRCB | | | | | \$ 475.00 | \$ 475.00 |
| Annual Tank Cleaning (2 tanks) \$390/ea. | | | | | \$ 780.00 | \$ 780.00 |
| Annual PWS Inspection w/NCEH | | | | | \$ 545.00 | \$ 545.00 |
| Back-up Power Exercise and Maintenance | | | | \$ 185.00 | | \$ 740.00 |
| Annual Site Clean-up for NCEH Inspection | | | | | \$ 145.00 | \$ 145.00 |
| *Secure Sample Tap Enclosure Box (3) | | | | | \$ 2,375.00 | \$ 2,375.00 |
| Chlorine Solution Tank Cleaning | | | | | \$ 135.75 | \$ 135.75 |
| **Non Routine Cross-CC Survey & Program | | | | | \$ 4,350.00 | \$ 4,350.00 |
| Non-Routine Services | | | | | \$ 4,500.00 | \$ 4,500.00 |
| Annual backup generator training | | | | | \$ 300.00 | \$ 300.00 |
| Annual Emergency Services Fund | | | | | \$ 2,000.00 | \$ 2,000.00 |
| Annual Total Subtotal | | | | | TOTAL | \$ 42,232.75 |
| Monthly, Misc. & Quarterly Subtotal | \$ 1,256.00 | \$ 1,560.00 | \$ 31.00 | \$ 657.00 | \$ 22,724.75 | |
| ANNUAL BUDGET TOTAL (12 months) | \$ 15,072.00 | \$ 1,560.00 | \$ 248.00 | \$ 2,628.00 | \$ 22,724.75 | \$ 42,232.75 |

NOTE: Materials subject to State of CA sales tax of 7.75% are denoted with an asterisk (*) and estimated & under Budget Projection



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1233

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Professional service agreement with YEI Engineers, Inc. for project design and construction support for the "Napa Library HVAC Replacement Project," PW 25-42

RECOMMENDATION

Approve and authorize Agreement No. 260170B with YEI Engineers, Inc. for a maximum of \$504,772 for engineering services and construction support for the "Napa Library HVAC Replacement Project," PW 25-42. (Fiscal Impact: \$504,772 Expense; Napa Library HVAC Replacement Project Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Library Main Branch was the result of the efforts of a group of 19th-century young men who called themselves "The Excelsior Club." They developed a small collection over the years to serve the Napa community, and that collection was taken over by the City of Napa in 1885. In 1901, George E Goodman donated a building for housing the library-the Goodman Library-which served the citizens of Napa for 60 years. In 1916, the State of California passed legislation that allowed counties to establish free public libraries, and the Napa County Board of Supervisors then established the Napa County Free Library, located just three blocks from the Goodman Library in downtown Napa. In 1963, the Napa City Library merged with the Napa County Free Library. In order to better serve the growing service area, and with a combination of funds from the library, the Friends of the Library, and federal and local grants, the current library on Coombs Street was built in 1974. The Library was expanded in 1994 and has since undergone several remodels and improvements. Overall, the facility functions well but is due for maintenance.

The County currently has an agreement with YEI Engineers Inc. that allows for the discretionary use of the consultant for additional services. To help facilitate an efficient and cost-effective design, staff opted to utilize YEI Engineers Inc. as the firm has already been determined to be the most qualified to provide similar services through a qualifications-based selection process.

The purpose of the Napa Library HVAC Replacement Project is to replace eight (8) existing rooftop heating, ventilation, and air conditioning (HVAC) units and one (1) existing mini split unit that provide heating and

cooling to the Napa Library, 580 Combs Street. All nine (9) of these units require replacement as they are past their useful lives. Staff recommends the approval of a professional services agreement with YEI Engineers Inc. for \$504,772 to provide the design and cost estimate to replace eight (8) rooftop HVAC units and one (1) mini split unit for the Napa Library. Budget is available in the Napa Library HVAC Replacement Project Fund to support the cost of the professional services agreement as well as County project management activities. Once construction documents are completed, staff will request authorization from the Board to advertise for bids for the maintenance work on the building.

Requested Actions:

1. Approve and authorize Agreement No. 260170B with YEI Engineers, Inc. for \$504,772 to provide engineering services and construction support for the Napa Library HVAC Replacement Project, PW 25-42.

FISCAL & STRATEGIC PLAN IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Addressing the HVAC maintenance needs for the Napa Library is necessary to prevent failure that would lead to emergency repairs. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Staff will return to request another budget amendment to fund the construction phase of the project. |
| Consequences if not approved: | The HVAC units will not be replaced and could fail without a design in place to address replacement. |

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA pursuant to California Code of Regulations, title 14, sections 15301 and 15302 (State CEQA Guidelines).

NAPA COUNTY AGREEMENT NO. 260170B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 7th day of October, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and YEI ENGINEERS, INC., a California corporation, whose address is 7677 Oakport Street, Suite 200, Oakland, CA 94621, hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain professional services to provide engineering design and support for the Napa Library HVAC Replacement Project hereinafter referred to as “Project.”
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications to provide design services associated with the replacement of heating, ventilation and air conditioning services for County owned buildings conducted in 2021 and valid until 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 one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant at the fixed price of FIVE HUNDRED FOUR THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS (\$504,772).

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of **FIVE HUNDRED FOUR THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS (\$504,772);** provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

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ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such

withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes “public works” as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and

inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY

Napa County Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

CONSULTANT

YEI Engineers, Inc.
7677 Oakport Street, Suite 200
Oakland, CA 94621

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or

phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1)

were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

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

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

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

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

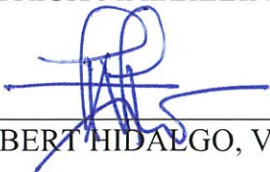
9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings,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

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

YEI ENGINEERS, INC.

By 
PATRICK MALLILLIN, President/CEO

By 
HUBERT HIDALGO, Vice President/Secretary

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>September 24, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|

EXHIBIT A SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide Mechanical, Electrical, Architectural, and Structural engineering design services for the Napa County Library at 580 Coombs Street, Napa, CA 94559 in accordance with Consultant's proposal dated August 19, 2025.

The following is an outline of the scope of services to be provided for this project:

1. Project Management
 - Project Kick-off meeting
 - Project design and coordination meetings with design team and County's representative
 - a) Technical memorandum comments and responses resolution online meeting
 - b) 60% Design coordination online meeting
 - c) 60% comments and responses resolution online meeting
 - d) 90% Design coordination online meeting
 - e) 90% comments and responses resolution online meeting
 - f) Final design coordination online meeting
 - Pre-bid on-site meeting
 - Pre-construction on-site meeting
 - 20 Weekly or bi-weekly construction online meetings
 - Project closeout online meeting
2. Field observation of eight (8) existing rooftop air conditioning units and one (1) split system air conditioning unit including the structural equipment roof curb, associated supply and return air distribution ductwork, associated natural gas distribution piping, and associated control system.
3. Field observation of existing electrical power supply distribution systems related to the existing HVAC rooftop units and split system air conditioning unit being replaced.
4. Prepare the mechanical, electrical, architectural, and structural technical memorandum:
 - Basis of design
 - Identify deficiencies and non-compliant to current code based on visual observation only
 - HVAC load calculations
 - HVAC, electrical, architectural, and structural recommendations with alternatives (schematic drawings, system descriptions, preliminary equipment selection, and probable construction cost estimates) and necessary changes to comply with current code.
 - Assessment of the existing roof and waterproofing including HVAC and electrical equipment, and solar panels installation field conditions that affect roof waterproofing.
 - Visual inspection and survey

- Subsequent analytical testing such as infrared scanning, core analysis, and laboratory evaluation as needed
 - Comprehensive written assessments comparing solutions and recommendations
 - Review the assessment and recommendations with the County and develop a design that is feasible to provide a durable waterproofing system of the building roof.
5. Prepare the mechanical, electrical, architectural, and structural demolition drawings.
 6. Prepare HVAC load calculations for the entire Napa Library.
 7. Design the replacement of eight (8) existing rooftop air conditioning units and one (1) existing split system air conditioning unit at the roof including the structural roof equipment curb to meet industry standard SMACNA roof curb and seismic anchoring, unit duct mounted smoke detection and interface to existing building fire alarm system.
 8. Prepare Title 24 Compliance Reports for the eight (8) new rooftop air conditioning units and one (1) new split system air conditioning unit.
 9. Design the new HVAC energy management and control system of the eight (8) new rooftop air conditioning units and one (1) new split system air conditioning unit and interface to County of Napa Siemens Desigo BACnet building energy management and control system through ethernet.
 10. Design the new insulated supply and return air ductwork from new rooftop air conditioning units to existing duct risers on the roof.
 11. Upsize the existing interior insulated supply and return air ductwork distribution system to minimize noise travel through the ductwork (from HVAC equipment), noise breaking out from the ductwork, and airflow noise through grills or diffusers.
 12. Design the electrical power supply to the eight (8) new rooftop air conditioning units and one (1) new split system air conditioning unit, and new HVAC control system.
 13. Design the natural gas and condensate drain piping to the eight (8) new rooftop air conditioning units.
 14. Design the condensate drain piping for the new split system air conditioning unit.
 15. Design the structural anchoring of the eight (8) new rooftop air conditioning unit equipment roof curbs to the existing structural roof including structural roof strengthening.
 16. Design the concrete housekeeping pad of the (1) new split system air-cooled condensing unit at the ground floor.
 17. Design roof waterproofing affected by the eight (8) new rooftop air conditioning units including roof flashing of the roof curbs.
 18. Potential reroofing design based on the assessment of the existing roof and waterproofing, and recommendation to prevent rainwater leaks.
 19. Mechanical, plumbing, and electrical utilities modification to accommodate the potential reroofing.
 20. Prepare mechanical, electrical, architectural and structural technical specifications. Divisions 0 and 1 shall be prepared by County of Napa.

21. Plans, Specifications and Estimates Submittals:
 - PS&E 60% submittal
 - PS&E 90% submittal
 - PS&E Final submittal
22. Attend two (2) pre-bid meetings with the County and prospective bidders/contractors and provide bid assistance (respond to RFI's, issue addendum drawings and contract specifications as required).
23. Construction support services.
24. Two (2) periodic inspections of contractors' progress installation work and provide written findings to the County.
25. Witness the HVAC rooftop units startup and provide written findings to the County.
26. As-Built Drawings will be provided based on contractors' red-line mark-ups.

Deliverables:

- Technical Memorandum
- 60% Design Submittal, Specifications and Cost Estimate
- 90% Design Submittal, Specifications and Cost Estimate
- Final Design Submittal with Applicable Specifications
- Construction Support
- Punch List
- As-Built Drawings

Exclusions:

- Relocation of utilities outside of the building.
- Life cycle cost analysis and energy effectiveness studies.
- Power monitoring and electrical data logging.
- Short circuit and arc flash analysis.
- Utility impact report.
- Electrical lighting design or lighting evaluation of the building.
- Plumbing system design or plumbing evaluation of the building.
- Fire protection system design or fire protection evaluation of the building.
- Building fire alarm system design or fire alarm evaluation of the building.
- Assessment of structural vibration, such as football induced floor vibration, finite element analysis, structural recommendations, etc.
- Assessment of existing HVAC equipment vibration not part of the scope work above.
- Acoustic engineering for telecommunication systems.
- Acoustic engineering for spaces with special acoustical requirements, such as theaters, music rooms, recording spaces, or outdoor noise amplification.
- Ground-borne vibration assessment.
- Acoustical benchmark testing at the current library.
- Low-voltage technology design services (e.g., audiovisual, telecommunications, security, Wifi, and ERRCS).
- Special environmental impact investigations and related research.

- Special survey or testing work to determine the adequacy, capacity or safety of existing systems or to ascertain the presence, absence or exact location of concealed work shown or implied on record “as- built” drawings of existing facility.
- No analysis and documentation for Savings by Design and other utility rebate programs.
- HVAC Commissioning.
- Structural destructive or non-destructive testing is included. If testing is needed, it will be at the County’s expense.
- Destructive investigation.
- Scissor lifts or specialty access equipment.
- Special inspections.
- Structural seismic work or seismic evaluation of the building. The entire building will not be evaluated for gravity or lateral capacity. Seismic analysis or upgrade of the entire building is not included.
- Equipment procurement.
- Preparation of O&M Manuals and shop and coordination drawings. Contractors to provide.
- Equipment Training and instructions.
- Permits and permits fees.

II. Schedule

[Reserved – Not Used.]

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Compensation:

YEI proposes a total lump sum amount of \$504,772.00 per given tasks below for the Napa County Library - Design for replacement of HVAC and roofing systems including construction support services.

| | |
|---|---------------------|
| Task 1-Project Management: | \$ 10,613.00 |
| Task 1A-Project Management of Sub-Consultants: | \$ 9,623.00 |
| Task 2-Data Collection and Review: | \$ 24,048.00 |
| Task 3-Site Evaluation and Technical Memorandum: | \$ 46,183.00 |
| Task 4-Construction Documentation 60% Submittal: | \$ 69,120.00 |
| Task 5-Construction Documentation 90% Submittal: | \$ 64,464.00 |
| Task 6-Construction Documentation Final Submittal: | \$ 46,732.00 |
| Task 7-Bidding Assistance: | \$ 23,018.00 |
| Task 8- Construction Support Services: | \$101,342.00 |
| Task 9- Reroofing Design including affected electrical and structural (Additive to base proposal above from Task 4 through Task 8): | \$102,072.00 |
| <u>Task 9A-Project Management of Sub-Consultants:</u> | <u>\$ 7,557.00</u> |
| TOTAL | \$504,772.00 |

EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1596

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Approval of Plans and Specifications, and Authorization to Advertise the “Low Voltage AV South Campus HHSA Conference Rooms Project” PW 24-38

RECOMMENDATION

Approval of plans and specifications for the “Low Voltage AV South Campus HHSA Conference Rooms Project” PW 24-38 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)

BACKGROUND

The Health and Human Services Agency (HHSA) South Campus Building A conference rooms-Madrone (Room 238), Willow (Room 239), and Oak (Room 240)-are heavily used spaces that also serve as a backup boardroom for the Napa County Board of Supervisors.

Since the County acquired the building, it has been clear that the existing audio-visual (AV) system is no longer adequate. The current equipment, installed in 1993, is obsolete, unsupported, and cannot be repaired. Replacing only the existing equipment without upgrades was considered but ultimately dismissed due to the risk of non-compliance with ADA accessibility standards and Brown Act requirements.

The proposed AV improvements will bring the rooms up to modern standards for meetings and trainings. The scope of work includes removing outdated projectors and screens and replacing them with large front-facing monitors and smaller rear-mounted displays. The project will also include ADA-compliant audio systems, integrated microphones, support for combined-room use, and compatibility with web conferencing platforms.

On May 14, 2025 the Director of Health and Human Services signed an agreement for design services with Pacific Coast AV Installation, Service and Project Management, Inc. On July 22, 2025 the Board of Supervisors approved a budget amendment of \$189,000 in HHSA available funds for the design and installation of the capital improvements project. The design is now nearing completion and project is ready to be advertised. Construction is planned for the winter of 2025-26.

The estimated total cost of the project is approximately \$255,000. This figure includes engineering, project management, and contingency funds, though it is based on a single, non-competitive proposal provided prior to

the implementation of tariffs and does not account for cabling, prevailing wage requirements, or soft costs. Final costs will be confirmed through a competitive bidding process. Staff will return to the Board of Supervisors at a later date to request approval of the contract award and anticipated required funding for construction.

Requested Actions:

1. Approval of plans and specifications for the “Low Voltage AV South Campus HHSA Conference Rooms Project” PW 24-38, 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.

FISCAL & STRATEGIC PLAN IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | No |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Approval is necessary to move forward with needed improvements. |
| Is the general fund affected? | No |
| Future fiscal impact: | Staff will return at a later date to request another budget amendment to fully fund the project. |
| Consequences if not approved: | The work will not proceed and the needed AV improvements will be deferred. |

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to Section 15022 and 15268 of the State CEQA Guidelines issuance/approval of the following permits in the County shall be conclusively presumed to be ministerially exempt from the requirements of CEQA and thus preparation of an environmental document is not required: Building and Related permits (1) Building and related permits, including driveways up to 300 feet (e.g. demolition, plumbing, electrical, solar panels). As noted in the project description this project involves interior building improvements and will not impact the outside of the building or the building envelope, will not result in the need for the removal of any trees, will not require any grading and will not change the underlying existing use of the facility, as such due to this the project is ministerially exempt from the requirements of CEQA and preparation of an environmental document is not required.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1636

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: James Reese - Associate Engineer

SUBJECT: Reject all Bids and authorize the Director of Public Works to re-advertise the Chiles Pope Valley Road Bridge Replacement RDS 15-23 Restoration and Monitoring Project.

RECOMMENDATION

Reject all bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Chiles Pope Valley Road Bridge Replacement RDS 15-23 Restoration and Monitoring Project. (No Fiscal Impact)

BACKGROUND

On January 23, 2024, the Board awarded a construction contract to Gordon N. Ball of Alamo, CA for the Chiles Pope Valley Road Bridge over Chiles Creek Project, RDS 15-23. Gordon N. Ball's bid was \$6,246,113 and at award the Board also approved a budget amendment of \$9,181,038 to fund the construction. The Chiles Pope Valley Road Bridge over Chiles Creek Project is approximately 2.1 miles north of Highway 128 and was replaced in the spring, summer, and fall of 2024, and only minor bridge construction work remains. One such item remaining is to install the irrigation system and plants for the California Department of Fish and Wildlife (CDFW) required mitigation.

Due to the work in Chiles Creek, Napa County entered into Lake and Streambed Alteration Agreement No. NAP-30757-R3 with the CDFW, along with section 401 permit WDID # 2 CW449251 with the San Francisco Bay Regional Water Quality Control Board to includes mitigation measures to limit temporary and permanent impacts of the bridge replacement. The CDFW Agreement prescribes restoration practices be implemented and monitored for up to ten (10) years.

This project was advertised for bids on July 21, 2025, with a bid opening date of August 21, 2025. This project received only one bid which exceeded the \$500,000 engineer's estimate by \$485,170. The bidder, and other prospective bidders, have expressed concerns with the bonding requirements due to the Project's ten years

timeframe; therefore, County staff is requesting permission to reject the bid, revisit the estimate and bonding requirements, and rebid.

In prior reports to the Board, staff described the need to implement the restoration and monitoring in the CDFW Agreement for this project. The proposed Chiles Pope Valley Road Bridge Replacement Restoration and Monitoring Project Plans and Specifications will implement the required environmental restoration and begin the first phase of monitoring required under the CDFW Agreement.

After the rebid opening, staff will ask the Board to award the construction contract for the restoration and monitoring work.

Requested Actions:

1. Reject all bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Chiles Pope Valley Road Bridge Replacement RDS 15-23 Restoration and Monitoring Project.

FISCAL & STRATEGIC PLAN IMPACT

| | |
|-----------------------------------|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Chiles Pope Bridge Replacement, Project 14010. |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | A CDFW Lake and Streambed Alteration Agreement (No. NAP-30757-R3) for the Chiles Pope Valley Road bridge Replacement project requires environmental mitigation measures be implemented. |
| Is the general fund affected? | No |
| Future fiscal impact: | Monitoring and maintenance of the restoration work will continue into future fiscal years. |
| Consequences if not approved: | The County would be out of compliance with the CDFW Agreement and would risk actions under CDFW's enforcement authority. |

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. On December 14, 2021, the Board adopted a Mitigated Negative Declaration for the Project.

County of Napa
Public Works Department

| CHILES VALLEY ROAD BRIDGE REPLACEMENT PROJECT, RDS 15-23 | | | | | | |
|---|---------------------------|--|------------------------------------|---|--------------------------------------|-------------------------------------|
| April 18, 2025 | | | | | | |
| Program 14010-50139 | | | | | | |
| Budget Item | Budget Item Amount | Board Appropriation Request Today | Board Appropriation to date | Appropriation Amount Spent to Date | Budget Amount % Spent to Date | Appropriation Amount Balance |
| Construction | \$6,246,113 | \$0 | \$6,246,113 | \$6,246,113 | 100% | \$0 |
| Construction Contingency (15%) | \$936,917 | \$0 | \$936,917 | \$73,511 | 8% | \$863,406 |
| Design and Engineering: Consultant | \$1,306,250 | \$0 | \$1,306,250 | \$1,293,646 | 99% | \$12,604 |
| Design and Engineering Contingency (5%) | \$65,313 | \$0 | \$65,313 | \$0 | 0% | \$65,313 |
| Lands and Temporary Construction Easement | \$32,884 | \$0 | \$32,883 | \$32,883 | 100% | \$0 |
| Construction Management and Construction Administration (assumed 22% of construction) | \$1,374,145 | \$0 | \$1,374,145 | \$858,863 | 63% | \$515,282 |
| County Project Management/Administration (PE+ROW+CE) | \$333,135 | \$0 | \$333,135 | \$249,658 | 75% | \$83,477 |
| Special Inspections and Fees | \$5,000 | \$0 | \$5,000 | \$0 | 0% | \$5,000 |
| CM/CA/INSP Contingency (5%) (middletown) | \$69,247 | \$0 | \$69,247 | \$68,691 | 99% | \$556 |
| Permits/ Post Construction Maintenance/ Reporting | \$45,000 | \$0 | \$45,000 | \$17,769 | 39% | \$27,231 |
| Potential Claims from contractor | \$1,700,000 | \$0 | \$0 | \$0 | 0% | \$0 |
| Mitigation Plantings | \$650,000 | \$0 | \$0 | \$0 | 0% | \$0 |
| TOTAL | \$12,764,003 | \$0 | \$10,414,003 | \$8,841,134 | | \$1,572,868 |
| Prepared by James Reese, P.E. | | | | | | |



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1674

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Amanda Exum, Staff Services Analyst II
SUBJECT: Amendment 1 to Professional Services Agreement 230394B with KONE, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230394B with KONE, Inc. to increase maximum compensation from \$84,508 to \$95,708 in fiscal year 2025-26 and up to \$101,464 per fiscal year in each of the optional renewal years, and to update the scope of work to include elevator emergency phone services at various County locations. (Fiscal Impact: \$11,200 Expense; Various Funds; Budgeted; Discretionary)

BACKGROUND

Today's action will approve Amendment 1 to the agreement with KONE, Inc. for elevator services. The amendment adds routine emergency phone services to the scope of work and updates compensation maximums due to the changes in the scope of work.

The services are being added due to a recent change in phone service availability with the current landline vendor, AT&T at several County locations. The services through KONE, Inc. will utilize wireless phone connection service and provide emergency phone monitoring. Effective operability of the emergency phones in elevators is necessary for safety and to maintain full compliance with the Elevator Safety Orders, Title 8 of the California Code of Regulations.

In current fiscal year 2025-26 the compensation amount for routine services will increase by \$11,200 to \$70,708 for a maximum total compensation of \$95,708. For optional automatic renewal fiscal years 2026-27 and 2027-28 the compensation amount for routine services will increase by \$13,440 to \$76,464 for a maximum total compensation of \$101,464 per fiscal year. Non-routine services compensation amounts will not change with this amendment.

On June, 6, 2023 the Board approved a professional services agreement with KONE, Inc. effective July 1, 2024, with a maximum compensation amount of \$59,508 for routine services and \$25,000 for non-routine services for a total of \$84,508 per fiscal year in fiscal years 2023-24, 2024-25, and 2025-26, with the option for automatic renewal for fiscal years 2026-27 and 2027-28 with a maximum compensation amount of \$63,024 for routine services and \$25,000 for non-routine services for a total of \$88,024 per fiscal year.

County staff issued a Request for Proposal (RFP) on February 2, 2023, for contracted professional elevator services. KONE, Inc. distinguished themselves as the most qualified of the four companies who submitted proposals and was selected by the panel to provide Napa County with elevator services.

KONE, Inc. is not a local vendor.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | No |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | There's sufficient appropriation to cover the current amendment increase in funds 4300 and 5020. |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Procurement of contracted emergency phone services for elevators at various County locations for safety and compliance. |
| Is the general fund affected? | No |
| Future fiscal impact: | This agreement will continue to be budgeted in future fiscal years in the affected funds |
| Consequences if not approved: | There will not be contracted elevator emergency phone services at various County locations placing the County at risk of being out of compliance with the Elevator Safety Orders, Title 8 of the California Code of Regulations. |

ENVIRONMENTAL IMPACT

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

**NAPA COUNTY AGREEMENT NO. 230394B
AMENDMENT 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO 1 OF NAPA COUNTY AGREEMENT NO. 230394B is made and entered into as of this _____ day of _____, 2025, by and between Napa County a political subdivision of the State of California, hereinafter referred to as “County”, and KONE Inc., a Delaware corporation, licensed to conduct business in California, whose business address is One KONE Court, Moline, IL 61265, hereinafter referred to as “Contractor”;

RECITALS

WHEREAS, by Napa County Agreement No. 230394B entered into as of June 6, 2023, and effective July 1, 2023 (hereafter referred to as “Agreement”), Contractor agreed to provide maintenance, testing, and repair services for the elevators located in County owned and operated buildings; and

WHEREAS, County and Contractor now desire to amend the Agreement to include emergency phone services for elevators to the scope of work and increase the maximum compensation for the remainder of the Agreement term to accommodate the need for these additional services.

TERMS

NOW, THEREFORE, County and Contractor agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 2, “**Scope of Services**” is hereby amended to read in full as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto, in addition to the RFP and CONTRACTOR’S proposal, incorporated by reference herein.
2. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as set forth below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

| Fiscal Year | Routine Services | Routine Emergency Phone Services | Non-Routine/ Emergency Services | Annual Maximum |
|-------------|------------------|--|---------------------------------------|----------------|
| FY23/24 | \$59,508 | n/a | \$25,000 | \$84,508 |
| FY24/25 | \$59,508 | n/a | \$25,000 | \$84,508 |
| FY25/26 | \$59,508 | \$11,200 | \$25,000 | \$95,708 |
| FY26/27 | \$63,024 | \$13,440 | \$25,000 | \$101,464 |
| FY27/28 | \$63,024 | \$13,440 | \$25,000 | \$101,464 |

3. **Counterparts.** This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

4. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment and shall have the same force and effect as a manually executed original.

5. This Amendment No. 1 shall be effective as of September 15, 2025.

6. Except as provided in paragraphs 1 through 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment 1 was executed by the parties hereto as of the date first above written.

KONE Inc.

By Kirsten Bureman
KIRSTEN BUREMAN, Service & Solutions

By Jon Rodgers
JON RODGERS, General Manager, San Francisco

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Sabrina S. Wolfson Deputy County Counsel</p> <p>Date: September 11, 2025</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

EXHIBIT "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

A. CONTRACTOR shall provide COUNTY with **monthly** routine testing and maintenance/repair services for all County facilities elevators as listed in the chart below. This will include testing of all controls for proper operation, system testing, written reporting, and all prescribed maintenance. The CONTRACTOR must comply with all local and State laws, rules, and regulations specifically including those related to elevator maintenance.

| Quantity | Manufacturer | Type | Building | Capacity | State No. |
|----------|----------------|---------------|--|----------------|---------------|
| 1 | Otis | Hydro-Pass | 212 Walnut Street | 2500 Lbs. | 139030 |
| 1 | Diablo | Hydro-Pass | 650 Imperial Way | 2500 Lbs. | 71315 |
| 1 | Cal-West | Hydro-Pass | 580 Coombs Street | 2000 Lbs. | 57817 |
| 2 | ESCO | Hydro-Pass | 1127 First Street | 2100/2500 Lbs. | 102338/102339 |
| 1 | Atlas | Hydro-Pass | 1127 First Street | 3500 Lbs. | 55858 |
| 1 | Cal-West | Hydro-Pass | 1125 Third Street | 3000 Lbs. | 60223 |
| 1 | Reliable/MCE | Hydro-Pass | 1125 Third Street | 2500 Lbs. | 91841 |
| 1 | Reliable/MCE | Hydro-Freight | 1125 Third Street | 4000 Lbs. | 91842 |
| 1 | Matot | Dumbwaiter | 1125 Third Street | 200 Lbs. | 91843 |
| 1 | Cal-West/MCE | Hydro-Pass | 1125 Third Street | 2000 Lbs. | 60224 |
| 2 | Dover | Traction | 1195 Third Street | 3000 Lbs. | 67371/67372 |
| 1 | Matot | Dumbwaiter | 1195 Third Street | 500 Lbs. | 077685 |
| 2 | National | Hydro-Pass | 1100 Fifth Street | 3500 Lbs. | 148388/148389 |
| 1 | Dover | Hydro-Pass | 2721 Napa Valley Corporate Drive | 4500 Lbs. | 114156 |
| 1 | Dover | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg B | 3500 Lbs. | 122582 |
| 1 | US | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg A | 3500 Lbs. | 104869 |
| 1 | Thyssen | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg A | 3500 Lbs. | 104980 |
| 2 | National | Hydro-Pass | 1535 Airport Boulevard | 2500 Lbs. | 139056/139057 |
| 1 | U.S. Elevators | Passenger | 2000 Airport Road | 2500 Lbs. | 092083 |

Routine Maintenance Services:

CONTRACTOR will regularly and systematically examine, adjust, lubricate, and if conditions warrant, repair, or replace the:

- Machine: Including worm, gear thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings, and components.

- Pump Unit: Including pump, V-belts, strainers, silencers, springs, and gaskets.
- Motor: Including motor windings, bearings, rotating element, commutators, brushes, and brush holders.
- Motor Generator: Including windings, bearings, rotating element, commutators, brushes, and brush holders.
- Jack Unit: Including plunger, guide bearing, packing, and packing gland.
- Controller: Including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components.
- Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid state components.
- Governor: Including sheave bearings, shafts, contacts, and jaws.
- Car: Including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, and car guide shoes.
- Hoistway: Including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain of cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs, and auxiliary closer.
- Firefighters' Operation.
- Accessory Equipment: Including all accessory elevator equipment installed prior to commencement of this contract.
- Fixtures: Car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, and locks. Lamps and sockets will be replaced during regular examinations only or will otherwise be subject to separate billing.
- Furnish Lubricants: Compounded to specifications and selected to give the best performance.
- Furnish and Maintain: Hydraulic fluid at proper operating level.
- Wire ropes: Will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- Battery Lowering Devices: Shall be tested at **quarterly** intervals, batteries, shall be replaced as necessary.

Hours and Frequency of Service:

All routine work will be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding paid International Union of Elevator Contractors (IEUC), and excluding COUNTY holidays.

If any elevator equipment malfunction occurs after a related maintenance or repair service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related maintenance or repair service, outside regular routine hours (7:00 a.m. and 4:00 p.m. Monday through Friday, excluding paid IEUC holidays, and excluding County holidays), the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rate as shown in Exhibit B.

Call back services shall be provided within twenty-four (24) hours of request.

B. Routine Elevator Emergency Phone Services: Contractor shall provide County with routine monthly emergency phone monitoring and wireless phone services described in this Section B (collectively “Phone Services”) for (a) the two traction elevators located at 1195 Third Street as identified on the table above; and (b) for such additional elevators as may be requested by the County’s Director of Public Works or designee in writing for a total of up to 14 elevators. During the term of this Agreement, County may request to add or remove any of the elevators listed on the table above from the Phone Services by providing written notice to Contractor. Contractor shall activate or deactivate Phone Service for an elevator within 30 days of receipt of County’s written request to add or remove such elevator unless a different time frame is agreed to by the parties in writing. For purposes of this section, “KONE” shall mean Contractor and “Customer” or “Purchaser” shall mean County.

KONE Emergency Phone Monitoring (KRMS): KONE shall program elevator phones to call the KONE Customer Care Center (KC3) and will monitor the elevator phones for calls.

Customer shall:

1. Provide names and phone numbers of at least (2) of its representatives for the KONE service Center to contact on a 24-hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide phone number(s) and/or extension(s) for the phone(s) being programmed.
4. Upon termination of any reason of Emergency Phone Monitoring for an elevator, no further phone services will be provided for that elevator, and the Purchaser is responsible for immediately reprogramming the phone for that elevator to dial to a location other than a KONE designated phone number.

KONE Wireless Phone Service: KONE shall provide a wireless phone connection for each elevator receiving service which must be programmed to the KONE Customer Care Center.

1. KONE Care – Emergency Phone Monitoring is required (See above for description of services)
2. Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device.
3. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service.
4. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located.
5. KONE is not liable for any damage relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions, or any other reason outside of KONE’s reasonable control.
6. KONE reserves the right to remove the wireless hardware in an elevator in the event KONE no longer provides wireless service or maintains the equipment for that elevator.

7. Upon termination for any reason of Wireless phone Service for an elevator the Purchaser is responsible for immediately reprogramming the phone for that elevator to dial to a location other than a KONE designated phone number.

KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

C. Non-Routine and Emergency Services:

CONTRACTOR shall provide the COUNTY with authorized non-routine maintenance, authorized repair services and authorized emergency service for all elevators as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit B, plus parts.

Emergency call back services shall be provided within four (4) hours of request.

Minimum Certifications and Licensing:

In accordance with the California Labor Code, only a Certified Competent Conveyance Mechanic working for a Certified Qualified Conveyance Company is authorized to perform any maintenance, repairs, alterations, or replacements on any conveyance.

A California C11-Elevator Contractor License is required.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-1”**COMPENSATION**

CONTRACTOR shall provide **monthly** maintenance services described in Section I.A of Exhibit “A-1” to the elevator equipment described herein in the following COUNTY’S buildings at the following rates:

ROUTINE MAINTENANCE RATES**YEARS 1-3 JULY 1, 2023-JUNE 30, 2026**

| Qty | Manufacturer | Type | Building | Capacity | State No. | Monthly Rate |
|------------|---------------------|---------------|--|-----------------|------------------|---------------------|
| 1 | Otis | Hydro-Pass | 212 Walnut Street | 2500 Lbs. | 139030 | \$219.00 |
| 1 | Diablo | Hydro-Pass | 650 Imperial Way | 2500 Lbs. | 71315 | \$219.00 |
| 1 | Cal-West | Hydro-Pass | 580 Coombs Street | 2000 Lbs. | 57817 | \$219.00 |
| 2 | ESCO | Hydro-Pass | 1127 First Street | 2100/2500 Lbs. | 102338/102339 | \$438.00 |
| 1 | Atlas | Hydro-Pass | 1127 First Street | 3500 Lbs. | 55858 | \$219.00 |
| 1 | Cal-West | Hydro-Pass | 1125 Third Street | 3000 Lbs. | 60223 | \$219.00 |
| 1 | Reliable/MCE | Hydro-Pass | 1125 Third Street | 2500 Lbs. | 91841 | \$219.00 |
| 1 | Reliable/MCE | Hydro-Freight | 1125 Third Street | 4000 Lbs. | 91842 | \$219.00 |
| 1 | Matot | Dumbwaiter | 1125 Third Street | 200 Lbs. | 91843 | \$26.00 |
| 1 | Cal-West/MCE | Hydro-Pass | 1125 Third Street | 2000 Lbs. | 60224 | \$219.00 |
| 2 | Dover | Traction | 1195 Third Street | 3000 Lbs. | 67371/67372 | \$746.00 |
| 1 | Matot | Dumbwaiter | 1195 Third Street | 500 Lbs. | 077685 | \$26.00 |
| 2 | National | Hydro-Pass | 1100 Fifth Street | 3500 Lbs. | 148388/148389 | \$438.00 |
| 1 | Dover | Hydro-Pass | 2721 Napa Valley Corporate Drive | 4500 Lbs. | 114156 | \$219.00 |
| 1 | Dover | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg B | 3500 Lbs. | 122582 | \$219.00 |
| 1 | US | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg A | 3500 Lbs. | 104869 | \$219.00 |
| 1 | Thyssen | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg A | 3500 Lbs. | 104980 | \$219.00 |
| 2 | National | Hydro-Pass | 1535 Airport Boulevard | 2500 Lbs. | 139056/139057 | \$438.00 |
| 1 | U.S. Elevators | Passenger | 2000 Airport Road | 2500 Lbs. | 092083 | \$219.00 |

Total Monthly Cost of Routine Services**\$4,959.00**

ROUTINE MAINTENANCE RATES**YEARS 4-5 JULY 1, 2026-JUNE 30, 2028**

| Qty | Manufacturer | Type | Building | Capacity | State No. | Monthly Rate |
|------------|---------------------|---------------|--|-----------------|------------------|---------------------|
| 1 | Otis | Hydro-Pass | 212 Walnut Street | 2500 Lbs. | 139030 | \$232.00 |
| 1 | Diablo | Hydro-Pass | 650 Imperial Way | 2500 Lbs. | 71315 | \$232.00 |
| 1 | Cal-West | Hydro-Pass | 580 Coombs Street | 2000 Lbs. | 57817 | \$232.00 |
| 2 | ESCO | Hydro-Pass | 1127 First Street | 2100/2500 Lbs. | 102338/102339 | \$464.00 |
| 1 | Atlas | Hydro-Pass | 1127 First Street | 3500 Lbs. | 55858 | \$232.00 |
| 1 | Cal-West | Hydro-Pass | 1125 Third Street | 3000 Lbs. | 60223 | \$232.00 |
| 1 | Reliable/MCE | Hydro-Pass | 1125 Third Street | 2500 Lbs. | 91841 | \$232.00 |
| 1 | Reliable/MCE | Hydro-Freight | 1125 Third Street | 4000 Lbs. | 91842 | \$232.00 |
| 1 | Matot | Dumbwaiter | 1125 Third Street | 200 Lbs. | 91843 | \$27.00 |
| 1 | Cal-West/MCE | Hydro-Pass | 1125 Third Street | 2000 Lbs. | 60224 | \$232.00 |
| 2 | Dover | Traction | 1195 Third Street | 3000 Lbs. | 67371/67372 | \$790.00 |
| 1 | Matot | Dumbwaiter | 1195 Third Street | 500 Lbs. | 077685 | \$27.00 |
| 2 | National | Hydro-Pass | 1100 Fifth Street | 3500 Lbs. | 148388/148389 | \$464.00 |
| 1 | Dover | Hydro-Pass | 2721 Napa Valley Corporate Drive | 4500 Lbs. | 114156 | \$232.00 |
| 1 | Dover | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg B | 3500 Lbs. | 122582 | \$232.00 |
| 1 | US | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg A | 3500 Lbs. | 104869 | \$232.00 |
| 1 | Thyssen | Hydro-Pass | 2751 Napa Valley Corporate Drive, Bldg A | 3500 Lbs. | 104980 | \$232.00 |
| 2 | National | Hydro-Pass | 1535 Airport Boulevard | 2500 Lbs. | 139056/139057 | \$464.00 |
| 1 | U.S. Elevators | Passenger | 2000 Airport Boulevard | 2500 Lbs. | 092083 | \$232.00 |

Total Monthly Cost of Routine Services**\$5,252.00**

Routine Emergency Phone Services: CONTRACTOR shall provide COUNTY with Phone Services described in Section I.B of Exhibit “A-1” at the rate of \$80.00 per month, per elevator upon activation of services for that elevator.

Non-Routine Services: CONTRACTOR shall provide COUNTY with non-routine maintenance, repair services, and emergency service/repairs described in Section I.C of Exhibit “A-1” at the following rates, plus parts:

EMERGENCY AND NON-ROUTINE RATES YEARS 1-3 JULY 1, 2023-JUNE 30, 2026

| Classification/Job Title | Regular Hourly Rate | Overtime Hourly Rate | Double Time Hourly Rate |
|---------------------------------|----------------------------|-----------------------------|--------------------------------|
| Mechanic | \$277.92 | \$472.47 | \$555.85 |
| Helper | \$231.92 | \$394.26 | \$463.84 |
| Adjustor | \$305.16 | \$518.77 | \$610.31 |

EMERGENCY AND NON-ROUTINE RATES YEARS 4-5 JULY 1, 2026-JUNE 30, 2028

| Classification/Job Title | Regular Hourly Rate | Overtime Hourly Rate | Double Time Hourly Rate |
|---------------------------------|----------------------------|-----------------------------|--------------------------------|
| Mechanic | \$291.82 | \$496.51 | \$583.64 |
| Helper | \$243.52 | \$413.97 | \$487.03 |
| Adjustor | \$320.42 | \$544.71 | \$640.83 |

1. Regular Hours: Monday to Friday (excluding paid IUEC holidays) 7:00 a.m. to 4:00 p.m.
2. Overtime Hours: Monday to Friday outside normal working hours (as listed in point 1) and Saturday.
3. Double Time Hours: Sundays and paid IUEC holidays.

Payment of California Prevailing Wage is required.

California Department of Industrial Relations (DIR) registration number: 1000003806



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1675

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works - Airport
REPORT BY: Mark Witsoe, Airport Manager
SUBJECT: Certificate of Acceptance for Avigation and Hazard Easement - Napa Sanitation District

RECOMMENDATION

Approve and authorize a Certificate of Acceptance of Avigation and Hazard Easement Deed from the Napa Sanitation District for the Laketricity Floating Solar Project within the Napa Sanitation District complex to preserve the Napa County Airport's right to engage in and support aviation uses and to prevent the subject property from being used in a manner which creates avigation hazards. (No Fiscal Impact)

BACKGROUND

The purpose of an Avigation and Hazard Easement Deed is to preserve for the Napa County Airport, the right to continue to engage in, and support aviation uses at the Airport; even though, when reasonably operated, such uses may incidentally result in noise, vibrations, fumes, dust, and the emission of fuel particles affecting the property subject to the easement, when such uses are occurring in the airspace above such property. These easement deeds also prevent properties adjacent to the Airport from being used in a manner which creates avigation hazards such as glare, radio interference, and excessively tall ground-based obstructions. As a recorded easement, the deed will also serve to formally notify the property owner and their successors in interest that the parcel is close to an airport, and due to such proximity may be subject to such noise, vibrations, fumes, and building/ landscaping restrictions.

The subject Avigation and Hazard Easement Deed, attached, is required as a prerequisite to the County's issuance of a building permit for the Laketricity Floating Solar Project because the Project parcels lie within Zone B2 and D1 of the Airport Land Use Compatibility Plan for the Napa County Airport. Government Code section 27281 requires that the Certificate of Acceptance be signed by the County, as owner of the Airport, prior to recordation. Parcels requiring avigation and hazard easement deeds are those having an Airport Compatibility Combination District zoning designation as defined in County Code Chapter 18.80. These easements are required by Napa County Code Chapter 18.80 and Section 15.08.040(A)(4) as a prerequisite to

issuance of a building permit for the property subject to the easement. In addition, an avigation easement is required for commercial renewable energy production facilities located within an Airport Influence Area under Napa County Code Chapter 18.117.

Recommendation:

Approve and authorize the Chair to sign a Certificate of Acceptance of Avigation and Hazard Easement Deed from the Napa Sanitation District for the Laketricity Floating Solar Project within the Napa Sanitation District complex (Assessor's Parcel Numbers 057-010-010; 057-050-003; 057-010-038; 057-010-039; 046-400-016; 046-400-011 and) to preserve the Napa County Airport's right to engage in and support aviation uses and to prevent the subject property from being used in a manner which creates avigation hazards.

FISCAL IMPACT

| | |
|-----------------------------------|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Acceptance of the Avigation and Hazard Easement Deed protects operation of the Napa County Airport. |
| Is the general fund affected? | No |
| Future fiscal impact: | None |
| Consequences if not approved: | Project building permit for Napa Sanitation will be delayed. |

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to 14 California Code of Regulations section 15301 - Class 1: Operation or maintenance of existing facility, in that the purpose of the easement is to facilitate continued operation of the existing Napa County Airport by preventing future interference with aviation on, over, and in the immediate vicinity of the Airport from uses conducted on the property subject to the easement.

RECORDING REQUESTED BY AND
PLEASE RETURN TO:

Clerk, Board of Supervisors
for Napa County
1195 Third Street, Suite 310
Napa, California 94559

Exempt from recording fees,
Gov. Code § 27383

APNs: 057-010-010; 057-050-003; 057-010-038; 057-010-039; 046-400-016; 046-400-011

AVIGATION AND HAZARD
EASEMENT DEED

WHEREAS, Napa Sanitation District, a special district of the State of California (“**Grantor**”), is the owner of certain real property at 1515 Soscol Ferry Road in the County of Napa, State of California, commonly known as APNs: 057-010-010; 057-050-003; 057-010-038; 057-010-039; 046-400-016; 046-400-011 and which is described and depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”) and has leased a portion of the Property to a tenant, Dynamo Solar LLC (the “Tenant”), also known as Laketricity, that intends to use said portion for the purpose of constructing a commercial renewable energy production facility; and

WHEREAS, Tenant filed an application with the County of Napa, a political subdivision of the State of California (“**Grantee**”) to rezone a portion of the Property (APN(s) 057-010-010 and 057-050-003) from the existing zoning district of Agricultural Watershed: Airport Compatibility (AW:AC) to Public Lands: Airport Compatibility (PL:AC); a use permit for construction and operation of a commercial renewable energy production facility pursuant to Napa County Code Chapter 18.117 consisting of approximately 56-acres of floating solar panels (approximately 63,840 solar panels) on top of two of Grantor’s existing wastewater ponds to produce approximately 34.7 megawatts (MW) of direct current electricity, converted to 24.5 megawatts (MW) of alternating current electricity, construction of approximately 2-miles of electrical transmission lines, with portions constructed above and below ground, and construction of one 0.13-acre electrical substation located at the northern edge of the solar panels, and a variance to construct 42 transmission line towers at a height varying between 38.5-feet and 70-feet tall (collectively, the “Project”); and

WHEREAS, on October 15, 2024, Grantee approved the use permit, rezoning and variance for the Project subject to certain conditions of approval (collectively, the “Project Entitlements”) including a condition that requires Grantor to record, prior to the issuance of a building permit, “an aircraft overflight easement . . . that provides for aircraft operation, overflight and related noises, and for the regulation of light emissions, electrical emissions, or the release of substances such as steam or smoke which could interfere with aircraft operations.” (Reference: Condition of

Approval 6.11 of Laketricity's Floating Solar on Water Treatment Ponds project (the "Project"), as approved by the Napa County Board of Supervisors on October 15, 2024 (Application Nos. P22-00340-UP, P23-00181-ZC, and P23-00268-VAR)); and

WHEREAS, Grantor, as a means of satisfying the condition on Tenant's Project and the avigation easement requirement set forth in Napa County Code Section 18.117.040(A)(3), desires to grant to Grantee, and Grantee desires to accept, an avigation easement over those portions of Grantor's Property upon which the Project will be located (the "Easement Area"), which are more particularly described in Exhibit "B", attached hereto and incorporated herein by reference.

NOW, THEREFORE FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, Grantor, hereby grants to Grantee an easement and right-of-way (the "Easement") appurtenant to the Napa County Airport ("the Airport") in, over and across the Easement Area for the unobstructed passage of aircraft in the airspace within those imaginary approach, transition, horizontal and conical zones, as defined and described in the Code of Federal Regulation (CFR), Part 77 and depicted on those diagrams attached hereto as Exhibits "C," "D," "E" and "F" and incorporated by reference herein (collectively, "Airspace"). In the event of discrepancy between CFR Part 77 and said Exhibits, the text of the former shall govern. For the purpose of this instrument, (the "Deed") the term "aircraft" shall refer to any contrivance, by whomsoever owned or operated, which is designed or used for navigation in the air.

Said Easement includes the right to cause noise, vibrations, fumes, dust, and the emission of fuel particles by the operation of aircraft in the Airspace and on the ground, but shall not include the right of any aircraft to dump or otherwise release onto the Property any non-combusted fuel or other hazardous substances.

Said Easement includes the continuing right to prohibit electrical or radio interference, glare, misleading light sources, visual impairments, and other hazards to aircraft from being created within the Easement Area. This right shall exclude any potential glare from the water stored within the existing wastewater treatment ponds.

Said Easement also includes the continuing right of Grantee to prevent the erection or growth upon the Easement Area, and permit the removal of, any building, structure, tree, or other object extending into the Airspace within the Easement Area in accordance with Chapter 11.12 of Title 11 of the Napa County Code (or successor provisions thereof), together with the right of ingress to, egress from, and passage over the Easement Area for the purpose of exercising said rights.

Grantor hereby covenants:

1. That during the life of the Easement, Grantor will not erect or permit the erection or growth of, or permit to remain upon the Easement Area any building, structure, tree, or other object extending into the Airspace, except to the extent permitted by the Project Entitlements or Chapter 11.12 of Title 11 of the Napa County Code.

2. That within a reasonable time after written notice from Grantee to Grantor which specifies with particularity the nature and extent of the interfering use, Grantor will discontinue or modify to the reasonable satisfaction of the County the interfering use of the Easement Area, if, following consultation with the Grantor, Grantee reasonably determines that the interfering use: creates electrical interference with radio communication between any installation upon the Airport and aircraft operating in or around the Airport; interferes with the ability of the operators of such aircraft to distinguish between Airport lights and other lights; impairs visibility in the vicinity of the Airport in a manner that poses a risk to Airport operations; or otherwise endangers the landing, take off, or maneuvering of aircraft in or around the Airport.

3. That Grantor, to the fullest extent permitted by law, hereby fully waives and releases any right to any cause of action that they have or may have in the future against Grantee arising out of noise, vibrations, illumination, fumes, dust or the emission of fuel particles or combustion products, that may be caused by the operation of aircraft in or around the Airport, increases in operation volume, or change in location of said operations of all kinds, now or hereafter known or used, for navigation of or flight in air. Furthermore, Grantee shall have no duty to avoid or mitigate such through physical modification of Airport facilities or establishment or modification of aircraft operational procedures or restrictions.

Grantor expressly reserves all rights and privileges in said Property that may be exercised and enjoyed without interference with the Easement and the foregoing covenants.

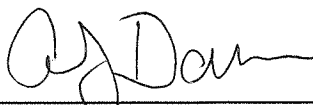
This grant of the Easement shall not operate to deprive the Grantor, their successors or assigns, of any rights which any of them may from time to time have against any carrier, private operator or Napa County in relation to negligent or unlawful operation of aircraft or the Airport.

This grant of the Easement and all rights, covenants, waivers, and reservations pertaining thereto or reserved therefrom shall run with the land and are binding upon Grantor and their heirs, executors, administrators, successors and assigns, and shall inure to the Grantee, its successors and assigns, for the use and benefit of the public until such time as the Airport shall cease to be used for public Airport purposes, or the Project has been decommissioned in accordance with an approved decommissioning plan, whichever is earlier.

DATED this 11TH day of SEPTEMBER, 2025.

GRANTOR:

By:



Andrew Damron, General Manager
Napa Sanitation District

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Napa)

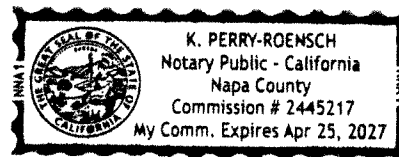
On September 11, 2025, before me, K. Perry-Roensch, Notary Public,
(insert name and title of the officer)

personally appeared Andrew Damron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature K PerryRoensch (Seal)



APN 057-010-010; 057-050-003; 057-010-038 SFAP with APN 057-010-039

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain AVIGATION AND HAZARD EASEMENT DEED dated _____, 2025, from the NAPA SANITATION DISTRICT, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on _____, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2025

ANNE COTTRELL, Chair of the Board of Supervisors

| | | |
|--|--|--|
| APPROVED AS TO FORM Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors |
| By: <u>Sabrina Wolfson</u> Deputy County Counsel | Date: _____ Processed By: _____ _____ Deputy Clerk of the Board | By _____ |
| Date: <u>August 26, 2025</u> <u>136847.3</u> | | |

NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF NAPA) ss.

On _____ before me, _____, personally
appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

NAPA COUNTY ASSESSOR'S PARCEL MAP

Tax Area Code
72000, 72105,
72106, 72116,
72117

57-05

DETAIL-A
NO SCALE

SEE DETAIL "A"

NOTE: This Map Was Prepared For Assessment Purposes Only. No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

NOTE:

P/L RW = P.G. & E. POLE LINE RW

99

BK.57
04

BK.58
01

1960

57-05

REDRAWN FROM OLD 25 PTNS. 02, 03 08 & 09

| REVISION | DATE |
|----------|----------|
| | 06-13-95 |
| | 06-14-95 |
| TBA CLK | 12-21-95 |

218

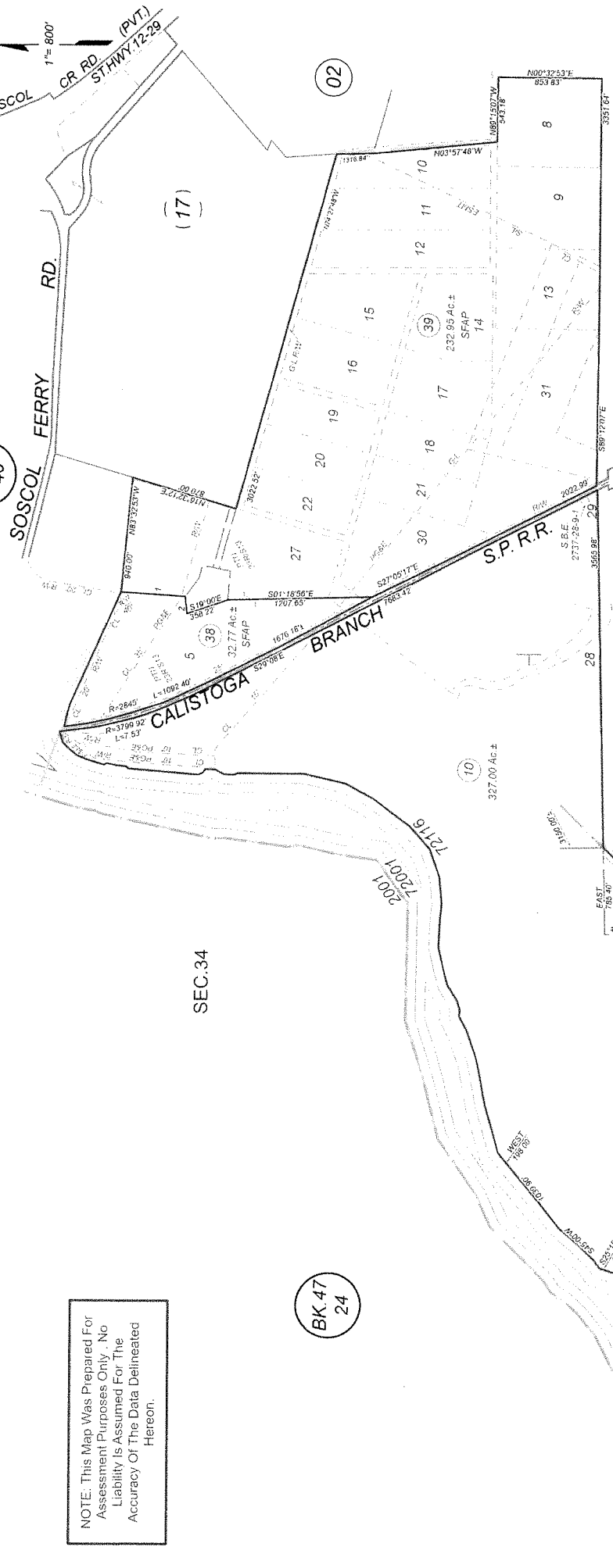
NAPA COUNTY ASSESSOR'S PARCEL MAP

57-01
OLD Bk. 25-01,
07

Tax Area Code
72116

1"= 800'
CR RD
ST HWY 12-29
(PV1.)

BK. 46
40



| | | |
|----|-------------|---------|
| 1. | S05°32'27"W | 520.00' |
| 2. | S85°00'W | 142.71' |

| REVISION | DATE |
|-----------------|----------|
| | 05-25-83 |
| | 06-21-84 |
| | 03-01-85 |
| | 07-23-08 |
| 010-38 & 39 LSE | |
| TRA CHG | 12-31-21 |
| TRA CHG | 12-31-23 |

SEC.2 1960

Thompson's Soscol Ranch Subd.
Lots 8-22 & 27-29 R.M. Bk. 1 Pg. 56

NOTE: This Map Was Prepared For
Assessment Purposes Only. No
Liability Is Assumed For The
Accuracy Of The Data Delineated
Hereon.

SEC.34

BK. 47
24

05

04

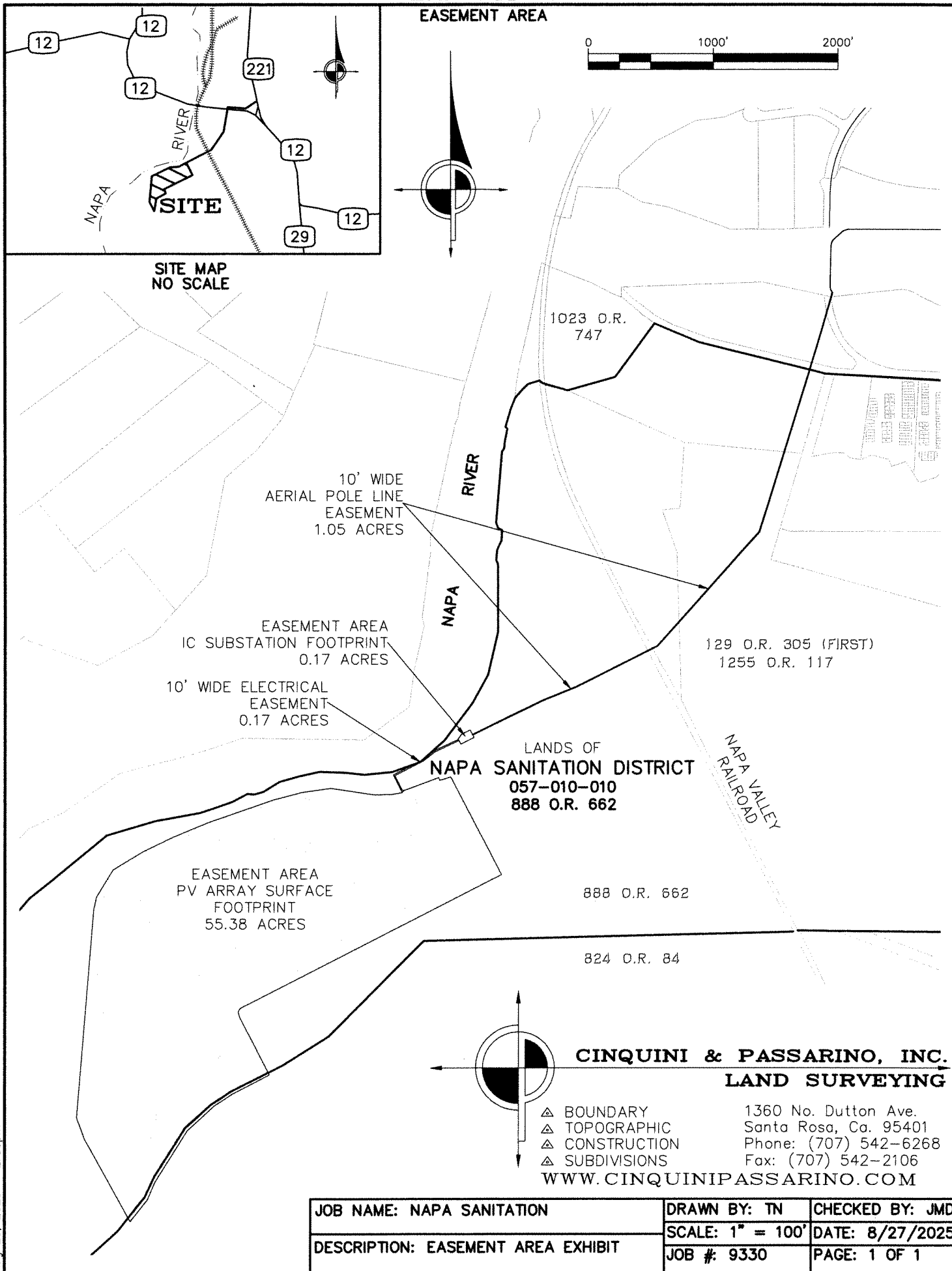
SEC.3

57-01

219

EXHIBIT 'B'

220



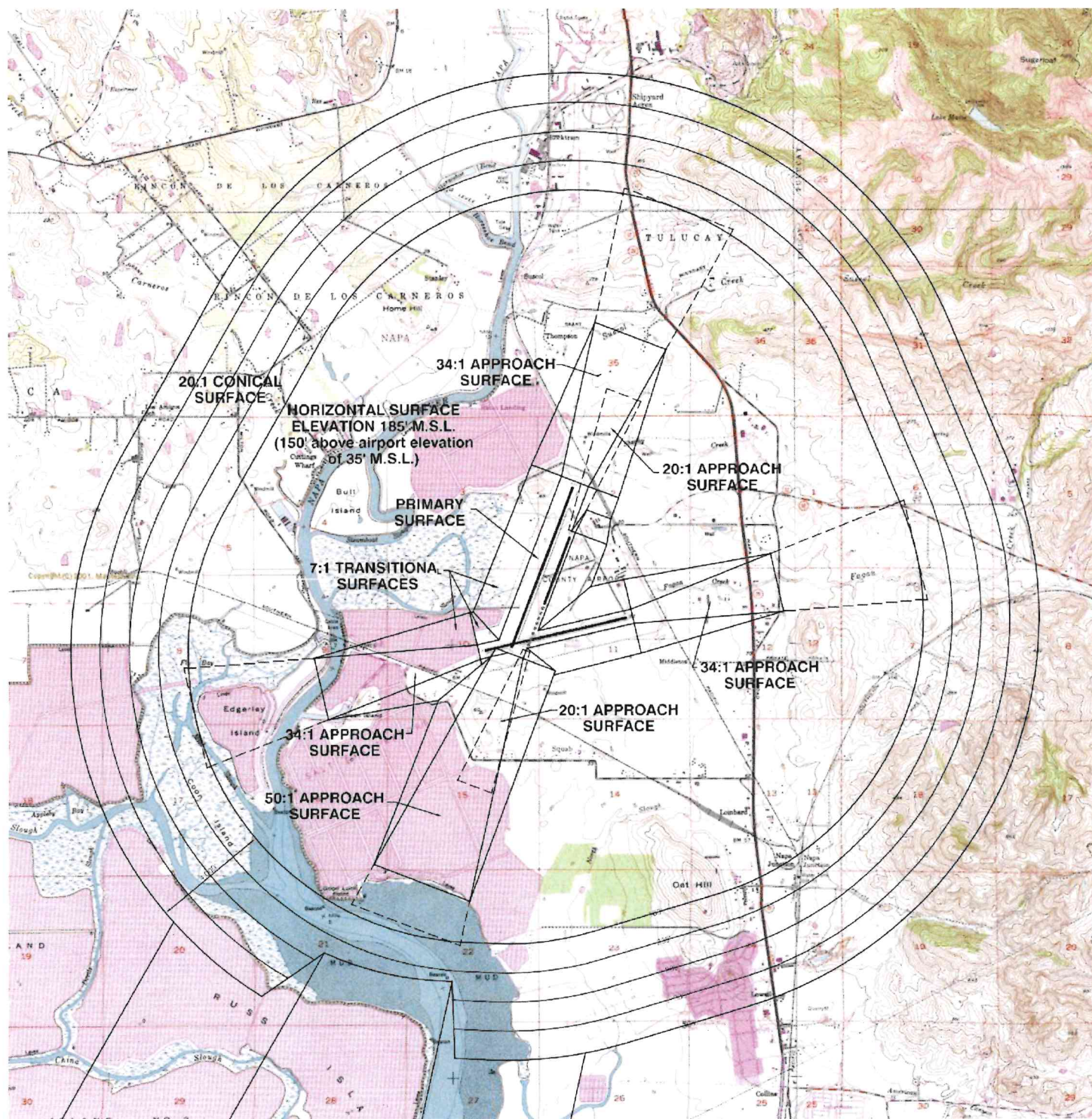


EXHIBIT - C
NAPA COUNTY AIRPORT
NAPA, CALIFORNIA

AIRSPACE PLAN

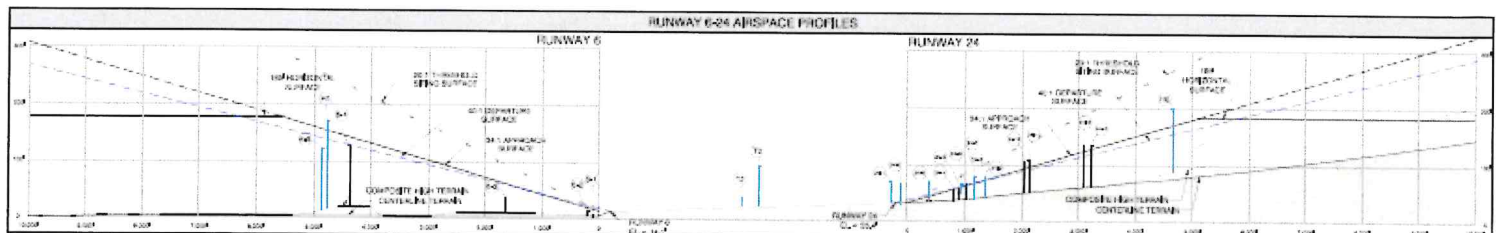
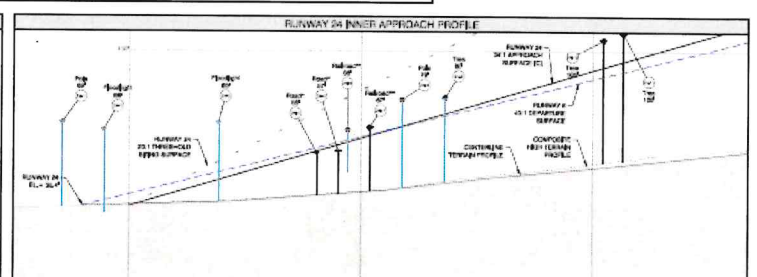
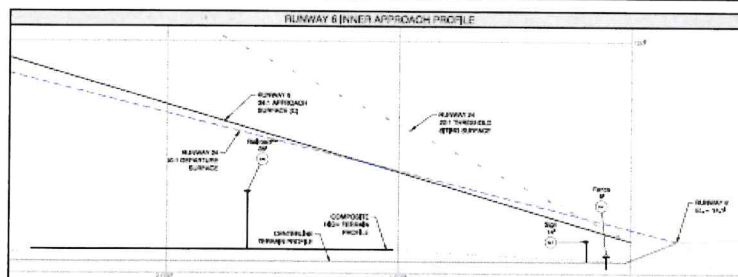
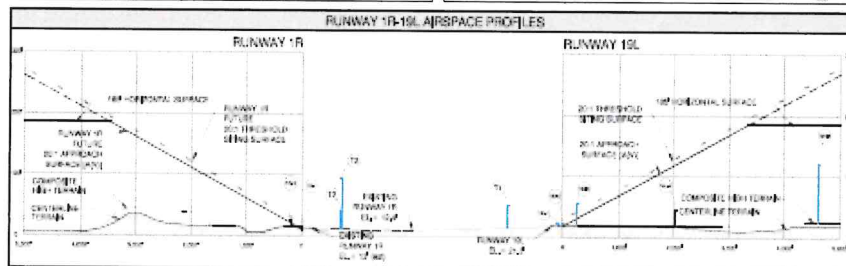
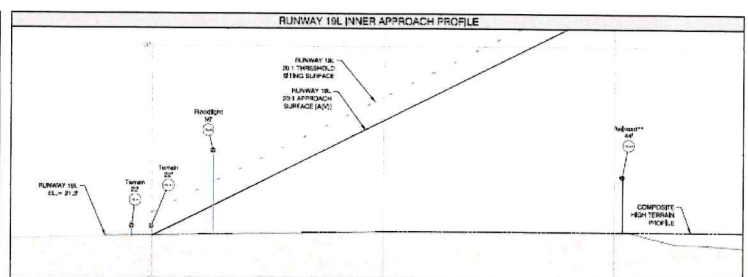
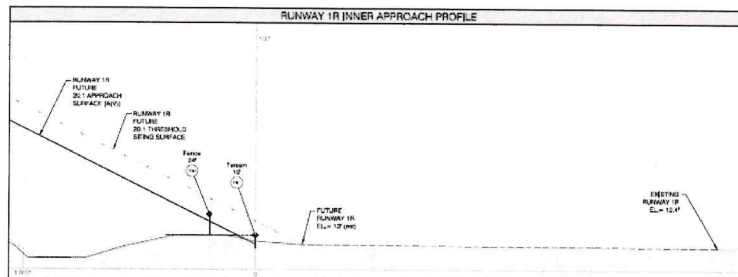
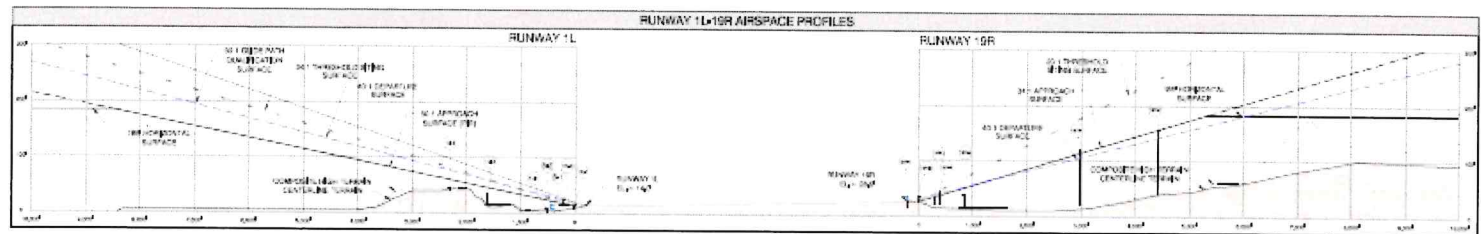
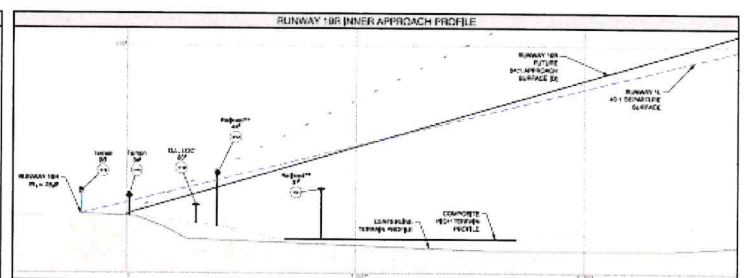
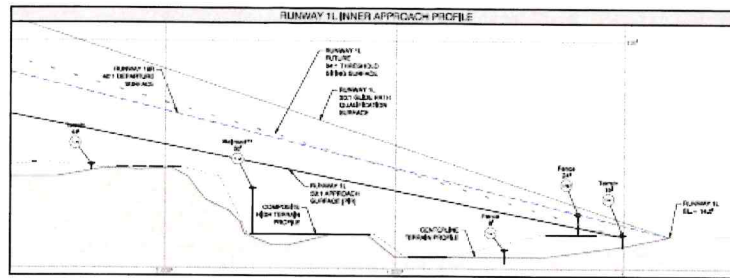
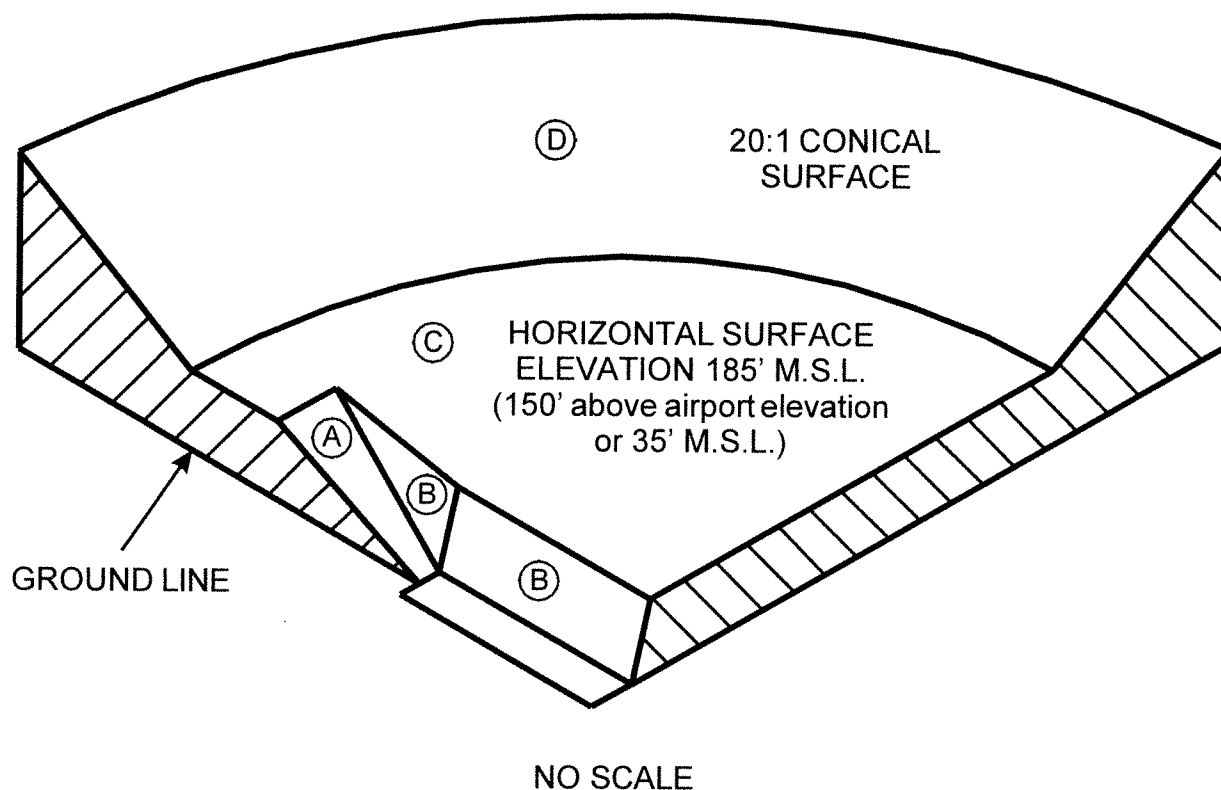


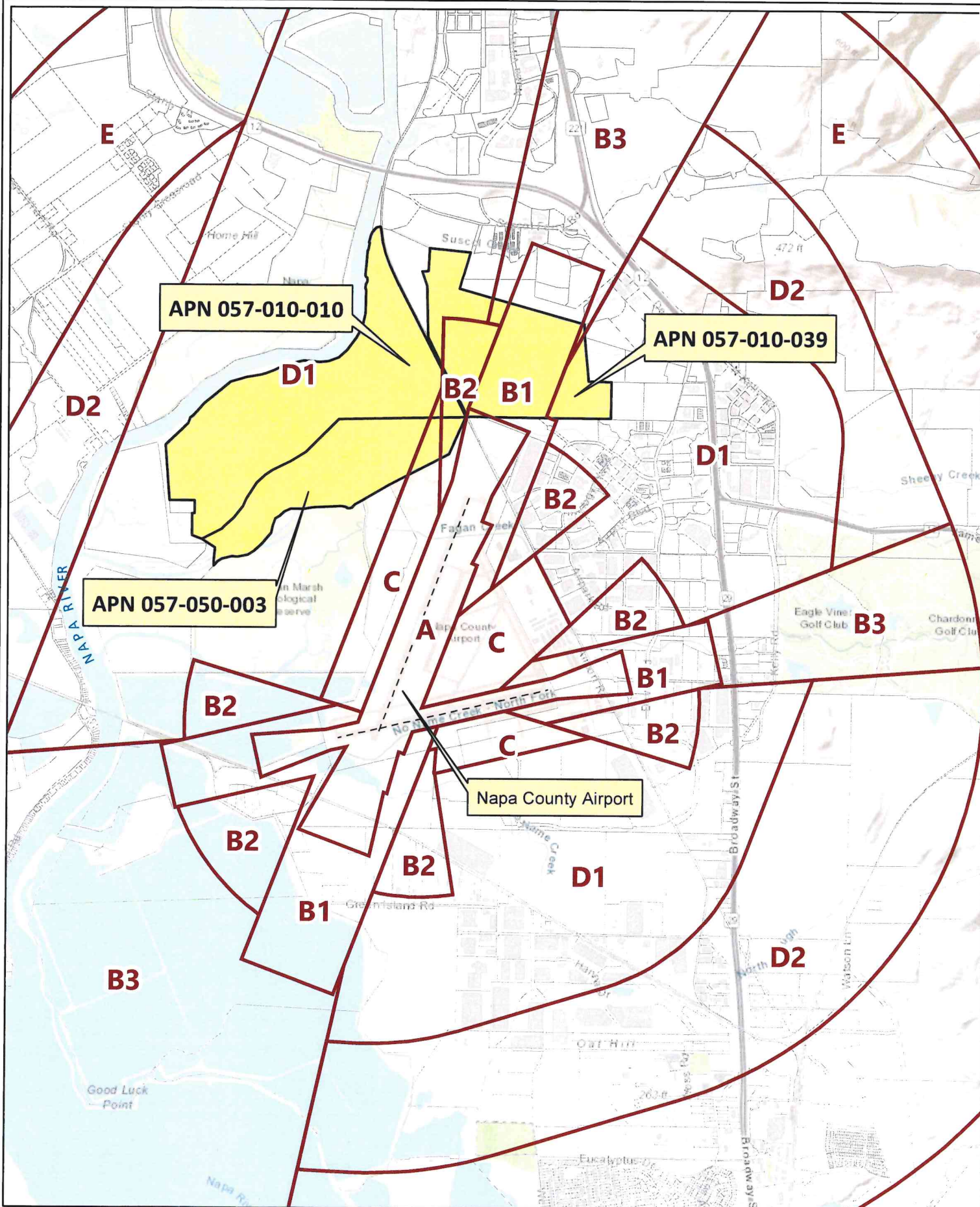
EXHIBIT -D
NAPA COUNTY AIRPORT
NAPA, CALIFORNIA
APPROACH SURFACE DETAIL



- A - PRECISION INSTRUMENT APPROACH ZONE - SLOPE 50:1
NON-PRECISION INSTRUMENT APPROACH ZONE - SLOPE 34:1
- B - TRANSITION ZONES - SLOPE 7:1 - EXTENDS 5,000' FROM EDGE OF OUTER SECTION
- C - HORIZONTAL ZONE EXTENDS 10,000' FROM END OF RUNWAYS
- D - CONICAL ZONE EXTENDS 4,000' FROM EDGE OF HORIZONTAL ZONE

EXHIBIT - E

ISOMETRIC VIEW OF AIRPORT SAFETY ZONES

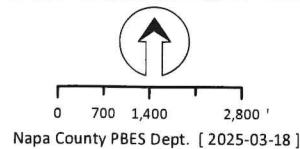


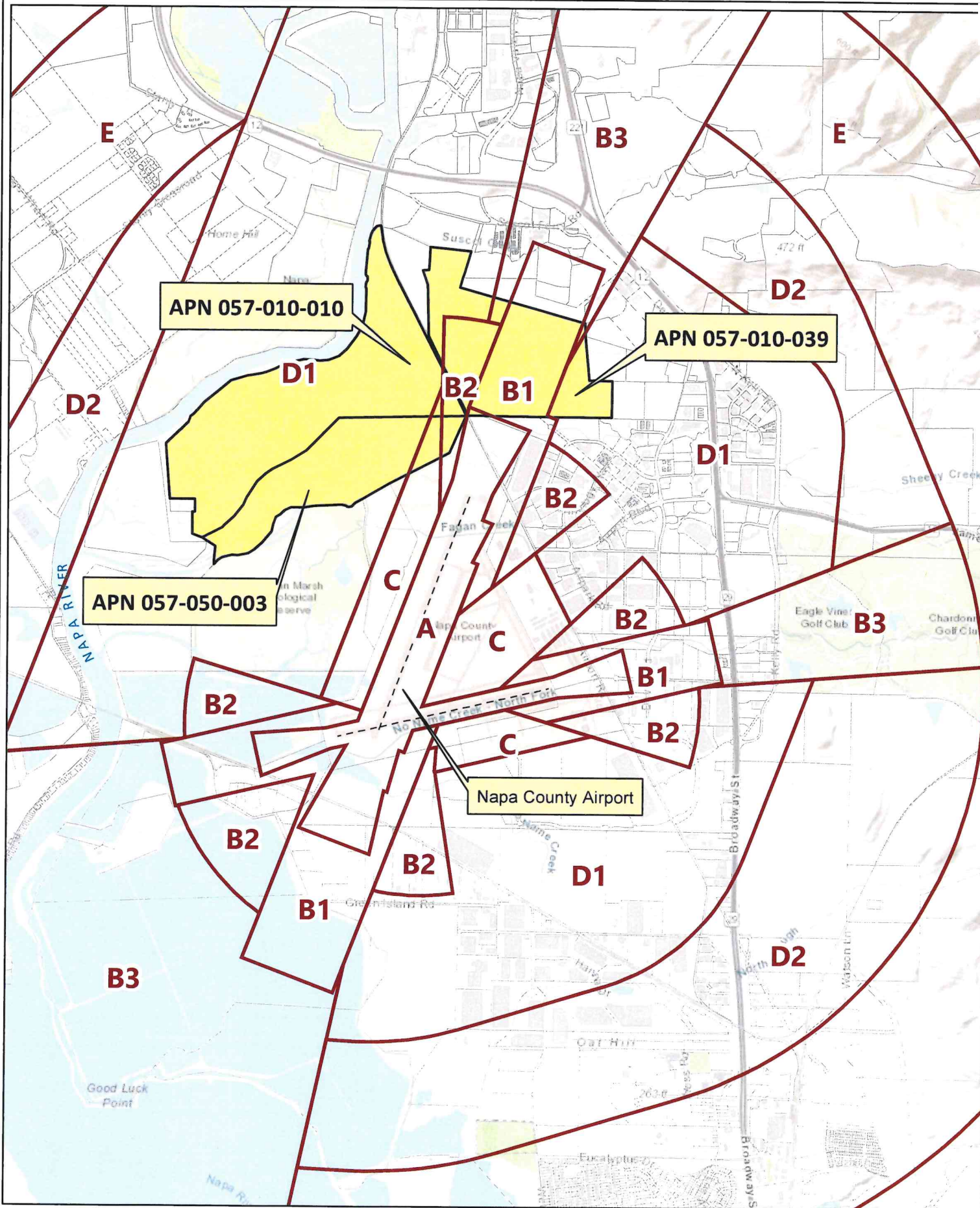
Horizontal Datum: NAD 83,
CA State Plane Coordinates,
Zone II, feet
Disclaimer: This map was prepared for informational
purposes only. No liability is assumed for the accuracy
of the data delineated hereon.

Compatibility Plan

Napa County Airport

Exhibit "F"



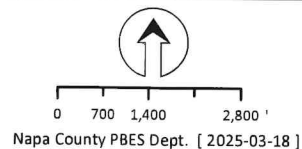


Horizontal Datum: NAD 83,
CA State Plane Coordinates,
Zone 10, feet
Disclaimer: This map was prepared for informational
purposes only. No liability is assumed for the accuracy
of the data delineated hereon.

Compatibility Plan

Napa County Airport

Exhibit "F"





Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1707

TO: Board of Supervisors
FROM: Steven Lederer, Public Works Director
REPORT BY: Steven Lederer, Public Works Director
SUBJECT: Receive a report on emergency projects currently under construction

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Project 1: Mt. St. Helena Communications Tower Emergency Generator Replacement (\$145,313)

The County currently has a 40-foot-tall telecommunications tower atop the South Peak of Mt. St. Helena that was built in 1970. This site is critical for the operation of public safety communication throughout the county serving local government, law enforcement, and fire agencies.

In April of 2025, the emergency generator that previously provided power during outages ceased operation. To temporarily resolve this, Public Works borrowed one mobile generator from the Office of Emergency Services (OES) to operate on standby at the communications tower. While this temporary solution works in the short term, it limits resources that OES can deploy in emergency situations. Additionally, there is concern that the fuel capacity of the mobile generator may not meet the operational time required for emergency situations at the communications tower during a power outage. Because of the tower's remote location, access to the tower during an emergency may be significantly hampered, making refilling the temporary generator's fuel tank during an emergency challenging. If the communications tower is left without power, especially in an emergency, this has the potential to severely affect the response of emergency agencies to the public.

Public Works staff determined that it is necessary to replace the temporary generator with a permanent generator, equipped with a higher capacity fuel tank that will be suitable to power the communications tower in an emergency, as soon as possible. Staff went through Sourcewell to obtain a quote for a contractor with the ability to provide and install the replacement generator. Based on the Sourcewell quote received, Public Works executed a contract with Peterson Power Systems, Inc. for the replacement of the emergency generator.

Status: The replacement generator has been ordered and a delivery date is being determined.

Project 2: Yountville Fire Department Bathroom Emergency Repairs (\$373,620)

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer response time to travel back to the station.

Status: Shower room No. 1 is complete. Shower room No. 2 is started and is scheduled to complete in early November.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.

Is the general fund affected?

No

Consequences if not approved:

If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1652

TO: Board of Supervisors
FROM: John Tuteur - Assessor-Recorder-County Clerk
REPORT BY: John Tuteur - Assessor-Recorder-County Clerk
SUBJECT: Addendum No. 20 to Agreement 170547B with the California Department of Justice

RECOMMENDATION

Approve and authorize Addendum No. 20 to Agreement No. 170547B with the California Department of Justice for cost-sharing in a statewide Electronic Recording Delivery System. (Fiscal Impact: \$1,850 Expense; Special Revenue Fund; Budgeted; Discretionary)

BACKGROUND

The Electronic Recording Delivery Act of 2004 (Act), Government Code section 27393 - 27399, establishes an electronic recording delivery (e-recording) system and authorizes the California Attorney General to oversee the process and for counties to participate via Resolution. The Act also requires any county establishing an e-recording system to pay the Attorney General for the direct costs related to the development and adoption of corresponding regulations and oversight. Napa County was one of the original 21 counties to participate in the process. There are now 54 counties in the program.

The Act permits county recorders to establish a fee of up to one dollar (\$1.00) per recorded document to cover startup costs of the Attorney General, development of the e-recording system, the review and approval of vendors and authorized submitters and security testing. Napa County began collecting this fee in March 2010. The fees are deposited in the Recorder Electronic Document Recording Special Revenue Fund. Annual costs for the Department of Justice oversight are paid from this fund.

The estimated statewide cost of the program for 2025-2026 is \$386,518 of which Napa County's proportionate share is \$1,850. Napa County's total share since inception including the 2025-2026 amount will be \$32,735. Napa County began electronic recording in June 2016. We now electronically record approximately 60% of our daily documents.

Requested Action: Approval and authorization of Addendum No. 20 to Agreement No. 170547B with the

California Department of Justice.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Budgeted in the Recorder's Budget Unit under the Computer Software/Licensing Fees account line (52515) and will be offset from Special Revenue Fund (11400-59), Electronic Document Recording. |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | In 2005 California authorized a statewide Electronic Recording Delivery System (ERDS) for recording of digitized and digital documents. Napa County began electronic recording in June 2016. Participation in the ERDS from the outset in 2005 (21 counties which has now grown to 54) has been beneficial for Napa County in assuring our concerns and suggestions are addressed. Approximately 60% of daily documents are now recorded electronically. |
| Is the general fund affected? | No |
| Future fiscal impact: | The Board approved a \$1.00 electronic recording fee for each document effective March 1, 2010. There is no sunset provision to this fee. MOU costs will be covered from these fees. |
| Consequences if not approved: | Napa County will not be able to participate in the ongoing development and implementation of the ERDS. |

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 170547B ADDENDUM 20

Fiscal Year 2025/26 Addendum to Memorandum of Understanding Department of Justice Electronic Recording Delivery System Costs for Regulation and Oversight

Parties

This Addendum to the Memorandum of Understanding (Addendum) is between the California Department of Justice, hereinafter referred to as “DOJ” and the County of Napa, hereinafter referred to as “County.”

Incorporation by Reference of MOU

Both County and DOJ agree that the terms of the MOU, previously executed, continue to operate and are incorporated herein by reference.

Purpose

The purpose of this Addendum is to continue the agreement found in the MOU previously executed by the parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; “Act”). This Addendum shall operate to bind the parties to the final proportionate costs to the County for fiscal year 2025/26. These costs include the costs for regulation and oversight.

Agreement

DOJ and County hereby consent and agree that County will pay DOJ for the direct cost of regulation and oversight in support of the Act, as set forth in Article 6 (commencing with Section 27390) to Chapter 6 of Division 2 of Title 3. The final proportionate cost for fiscal year 2025/26 is attached and incorporated by reference. Upon receipt of payment, the County is authorized to participate in the Electronic Recording Delivery System (ERDS).

Term of Addendum

The term of this Addendum operates for fiscal year 2025/26.

Memorandum of Understanding Representatives during the term of this Addendum are:

- **Department of Justice**

Name: John Navarrete, Field Representative

Phone: (916) 210-3144

Fax: (916) 731-3622

E-Mail: John.Navarrete@doj.ca.gov

- **Napa County-MOU Addendum representative (please complete):**

Name/Title: John Tuteur, Assessor-Recorder-County Clerk

Address: 1127 1st ST STE A

City, State, Zip Code: NAPA, CA 94559-2952

Phone: 707-253-4459

Fax: 707-299-4440

E-Mail: john.tuteur@countyofnapa.org

Agreed and Accepted

Certification of MOU Addendum Representatives

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

County: Napa

Department of Justice

Name: _____

Name: _____

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Please return the completed MOU Addendum to:

California Department of Justice
Electronic Recording Delivery System (ERDS)
PO Box 160968
Sacramento, CA 95816-0968

Dated _____, 2025.

ANNE COTTRELL, Chair
Napa County Board of Supervisors

| | | |
|---|--|---|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan Fitzgerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>September 12, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> <p>Date: _____</p> |
|---|--|---|

Attachments: Final Proportionate Costs: Exhibit A
 Expenditure Report: Exhibit B

Attachment A

FINAL PROPORTIONATE COST
FOR COUNTY RECORDERS TO
FUND DOJ PROGRAM COSTS

| County | Recordings* | % of Recordings (Based on Letter of Intent) | Final County Cost FY 2025/2026 |
|-----------------|-------------|---|-----------------------------------|
| Total | 4,886,047 | | 386,518 |
| Alameda | 158,577 | 3.25% | \$ 12,544.47 |
| Alpine | 669 | 0.01% | \$ 52.92 |
| Butte | 33,309 | 0.68% | \$ 2,634.96 |
| Calaveras | 13,980 | 0.29% | \$ 1,105.91 |
| Colusa | 1,495 | 0.03% | \$ 118.26 |
| Contra Costa | 156,038 | 3.19% | \$ 12,343.62 |
| Del Norte | 4,401 | 0.09% | \$ 348.15 |
| El Dorado | 38,213 | 0.78% | \$ 3,022.90 |
| Fresno | 120,315 | 2.46% | \$ 9,517.70 |
| Glenn | 5,355 | 0.11% | \$ 423.62 |
| Humboldt | 23,397 | 0.48% | \$ 1,850.85 |
| Imperial | 20,779 | 0.43% | \$ 1,643.75 |
| Inyo | 4,697 | 0.10% | \$ 371.56 |
| Kern | 161,950 | 3.31% | \$ 12,811.30 |
| Kings | 21,390 | 0.44% | \$ 1,692.09 |
| Lake | 14,212 | 0.29% | \$ 1,124.26 |
| Los Angeles | 930,325 | 19.04% | \$ 73,594.74 |
| Madera | 30,656 | 0.63% | \$ 2,425.09 |
| Marin | 37,784 | 0.77% | \$ 2,988.96 |
| Mendocino | 13,512 | 0.28% | \$ 1,068.89 |
| Merced | 31,186 | 0.64% | \$ 2,467.01 |
| Modoc | 3,112 | 0.06% | \$ 246.18 |
| Mono | 3,715 | 0.08% | \$ 293.88 |
| Monterey | 50,191 | 1.03% | \$ 3,970.43 |
| Napa | 23,382 | 0.48% | \$ 1,849.67 |
| Nevada | 20,399 | 0.42% | \$ 1,613.69 |
| Orange | 340,299 | 6.96% | \$ 26,919.86 |
| Placer | 108,374 | 2.22% | \$ 8,573.09 |
| Plumas | 6,252 | 0.13% | \$ 494.57 |
| Riverside | 396,574 | 8.12% | \$ 31,371.57 |
| Sacramento | 250,178 | 5.12% | \$ 19,790.70 |
| San Benito | 5,451 | 0.11% | \$ 431.21 |
| San Bernardino | 345,613 | 7.07% | \$ 27,340.23 |
| San Diego | 412,190 | 8.44% | \$ 32,606.90 |
| San Francisco | 108,776 | 2.23% | \$ 8,604.89 |
| San Joaquin | 118,532 | 2.43% | \$ 9,376.65 |
| San Luis Obispo | 47,366 | 0.97% | \$ 3,746.96 |
| San Mateo | 79,358 | 1.62% | \$ 6,277.73 |
| Santa Barbara | 46,088 | 0.94% | \$ 3,645.86 |
| Santa Clara | 192,682 | 3.94% | \$ 15,242.40 |
| Santa Cruz | 29,755 | 0.61% | \$ 2,353.81 |
| Shasta | 32,833 | 0.67% | \$ 2,597.30 |
| Sierra | 1,538 | 0.03% | \$ 121.67 |
| Siskiyou | 9,886 | 0.20% | \$ 782.05 |
| Solano | 65,706 | 1.34% | \$ 5,197.77 |
| Sonoma | 64,061 | 1.31% | \$ 5,067.64 |
| Stanislaus | 62,876 | 1.29% | \$ 4,973.90 |
| Sutter | 12,946 | 0.26% | \$ 1,024.11 |
| Tehama | 13,369 | 0.27% | \$ 1,057.57 |
| Tulare | 64,840 | 1.33% | \$ 5,129.26 |
| Tuolumne | 11,649 | 0.24% | \$ 921.51 |
| Ventura | 96,327 | 1.97% | \$ 7,620.09 |
| Yolo | 23,411 | 0.48% | \$ 1,851.96 |
| Yuba | 16,078 | 0.33% | \$ 1,271.87 |
| | 4,886,047 | 100% | \$386,518.00 |

*Recordings are based on what the counties submitted to the Insurance Commissioner in 2024 per the LOI

PROJECTIONS
ERDS Expenditure/Collections Report

COLLECTIONS

| | |
|---|-----------|
| YTD Collections (November 2004 through June 2025) | 6,352,114 |
| Interest on Collections | 57,515 |
| Total Collections | 6,409,629 |

EXPENDITURES

| | |
|---|-----------|
| Summary of ERDS Program Expenditures (November 2004 through June 2025) | 6,188,801 |
| 2025-26 ERDS Projected Expenditures | 386,518 |
| 1/ Expenditure Credit Applied to (2025-26) for Subsequent Years (2024-25) | - |
| 2025-26 Projected MOUs | 386,518 |



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1453

TO: Board of Supervisors
FROM: Oscar Ortiz, Sheriff-Coroner
REPORT BY: Erin Corry, Staff Services Analyst II
SUBJECT: Agreement with All-Star Talent for Recruitment Staffing Services

RECOMMENDATION

Approve and authorize Agreement No. 260167B with All-Star Talent for recruitment staffing services. (Fiscal Impact: \$136,250; Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Sheriff's Office is responsible for providing law enforcement and emergency services to the County of Napa. For the past several years, the Sheriff's Office has been experiencing a critical challenge that law enforcement agencies nationwide are also facing: the recruitment of qualified law enforcement candidates. Due to this recruitment challenge, the Sheriff's Office has not been able to fill its vacant deputy sheriff positions. This has resulted in an increase in overtime expenses to ensure adequate patrol services, putting financial strain on the general fund. More importantly, research has shown that too much overtime results in reduced officer performance and burnout. Multiple factors contribute to the current difficulties in law enforcement recruitment.

Today, the role of peace officer is not only about traditional policing skills, but also requires significant emotional intelligence, community engagement, and an understanding of complex social dynamics. These expectations have made the job more demanding, narrowing the pool of individuals both interested in and qualified for the profession. In addition, law enforcement agencies across the state and the country are competing for the same candidates, while also competing with the private sector. Traditional recruitment methods are failing to attract a diverse and qualified pool of peace officer candidates. Potential candidates are not finding out about career opportunities from print advertising or radio commercials. While the Sheriff's Office has had some success with word-of-mouth references and through social media, today's candidate market is becoming increasingly competitive.

The Sheriff's Office has been able to almost double the rate of applications from 2022 to 2024 through aggressive but "organic" efforts, from approximately 20 applications a month to approximately 40. While this improvement helped identify and hire several new deputies, it has not kept pace with natural attrition and growth. One of the challenges in bringing a law enforcement agency to full staffing is the length of time it takes

to identify, hire, and train a new peace officer that can staff a shift. The hiring process lasts between three to six months, followed by a six-month police academy program and an additional six months for the Field Training Program. In the 15 to 18 months it takes to bring on a fully trained deputy, the agency is likely to see one or two retirements or additional growth as our service area population and missions expand.

It is important to find solutions that can increase the number of initial applicants. A larger number of applicants at the beginning of the process will help identify a larger and more diverse population of applicants to process and eventually hire for assignment to an area police academy. The Sheriff's Office would like to invest in recruitment efforts to double the current rate of applications through digital marketing by using a recruitment agency that specializes in this field, similar to what other law enforcement agencies are finding success with.

The Sheriff's Office evaluated several recruitment agencies that specialize in law enforcement recruitment. After a thorough review of each agency's recruitment proposals and associated costs, All-Star Talent emerged as the most qualified to meet the needs of the Sheriff's Office and was found to be the most cost effective. Having recruiting experience with federal, state, and local law enforcement agencies, All-Star Talent provides insights into effective recruiting strategies and identifies opportunities for innovation to help the Sheriff's Office achieve its recruiting goals.

All-Star Talent proposes a hiring initiative that focuses on three key factors. First, develop recruitment strategies centered around the Sheriff's Office mission, its commitment to community, and public service values. Second, implement candidate sourcing methods, outreach, and screening processes driven by current hiring trends and proven best practices with the public safety sector. Finally, deliver clear and measurable outcomes through candidate pipeline development, targeted recruiting events, and applicant engagement strategies tailored to meet the Sheriff's Office hiring needs.

Requested Action:

Approve and authorize the Chair to sign Agreement No. 260167B with All-Star Talent in the amount of \$136,250 for the term of October 7, 2025, through October 6, 2026, for recruitment staffing services.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Sheriff's Operation Budget - 1360000 |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Traditional recruitment methods are not as effective in an era dominated by digital platforms and social media, so a recruitment agency that specializes in developing recruitment strategies is needed to help meet the Sheriff's Office recruitment goals. All-Star Talent has proposed a recruitment initiative that focuses on current hiring trends and proven best practices for the public safety sector. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Appropriations will be budgeted appropriately in future fiscal years. |

Consequences if not approved:

If not approved, the Sheriff's Office would continue to have difficulties recruiting qualified applicants to fill vacant sworn positions, which would result in continued overtime costs. In addition, research has shown that too much overtime can lead to reduced officer performance and burnout.

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. 260167B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 7th day of October, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and All-Star Talent, Inc hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain a professional recruitment staffing services program to aid in the recruitment of qualified deputy sheriff applicants.
- B. Consultant was selected to provide professional services after an informal request for quotes was conducted.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one (1) year from 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 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 Thirty-Six Thousand Two Hundred and Fifty Dollars (\$136,250); 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 Sheriff's Administrative 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

Napa County Sheriff's Office
Sheriff's Administrative Manager
1535 Airport Blvd.
Napa, CA 94558

CONSULTANT

All-Star Talent, Inc.
2368 Culpepper Lane
Sacramento, CA 95648

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.

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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).

ALL-STAR TALENT, INC.

By 
ERICA ARASHIRO, CEO

ALL-STAR TALENT, INC.

By 
JASON LITCHNEY, CFO

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: <u>September 15, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

EXHIBIT A SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide a professional recruitment staffing services program in accordance with Consultant's proposal dated July 8th, 2025, which is hereby incorporated into this Exhibit by reference.

- **Website Design - Recruiting Website Rebuild and Improvement**
Build a recruitment tailored website for the department that reinforces the department brand. Includes a form that will integrate into our candidate relationship manager. Includes 1 free year website hosting and management fee.
- **CRM - Initial Setup and Customization (one-time)**
System setup and Customization to needs of your department. Includes up to 20 hours of customization and consulting services.*
- **Candidate Recruitment System License Fee and Maintenance CRM**
System Licensing and ongoing Customization to needs of your department. Includes 1,000 texts per month and unlimited emails. Additional texts@ \$.02 per. Includes 2 users, additional users are \$175/ user.
- **Digital Design**
Create 6 custom high-impact ad variations for our recruitment campaigns.
- **Leadership Meetings, Reporting & Project Mgmt***
Weekly 30-minute meetings for month 1, bi-weekly meetings for month 2+ to discuss the status of the recruitment campaign, provide recommendations and reporting. Includes up to 10 hours of consulting services per month.
- **1-Day Commercial Video Shoot**
1-day commercial video shoot featuring one videographer to capture video/ photo session.
- **Implementation and Management of Campaign***
Managing advertising placements to deliver candidates based on highest and best use of direct advertising spend. Track sources and modify as necessary to provide optimal marketing mix for department goals. Includes up to 20 hours of consulting and design services per month.
- **Paid Media (Meta, Google, Indeed) - Advertising**
Direct ad spend for candidates for the lateral and entry level officer classifications will be provided to the department through our Candidate Relationship Manager system. Candidates are sourced through a digital first recruitment campaign and are exclusive to your Department. "Candidates" refer to individuals who have expressed interest in the position by sharing their contact information, including their name, phone number, and email address, and are eager to engage in further discussions with your Department.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated July 8th, 2025, which is hereby incorporated into this Exhibit by reference.

| All-Star Talent Services | QTY | Rate | TOTAL |
|---|------------|----------------|--------------|
| Website Design- Recruiting Website Rebuild and Improvement Build a recruitment tailored website for the department that reinforces the department brand. Includes a form that will integrate into our candidate relationship manager. Includes 1 free year website hosting and management fee. | One-Time | | \$3,125 |
| CRM - Initial Setup and Customization (one-time) System setup and Customization to needs of your department. Includes up to 20 hours of customization and consulting services.* | One-Time | \$150 | \$3,000 |
| Candidate Recruitment System License Fee and Maintenance CRM System Licensing and ongoing Customization to needs of your department. Includes 1,000 texts per month and unlimited emails. Additional texts@ \$.02 per. Includes 2 users, additional users are \$175/ user. | 12 Months | \$425/ Month | \$5,100 |
| Digital Design Create 6 custom high-impact ad variations for our recruitment campaigns. | One-Time | | \$1,025 |
| Leadership Meetings, Reporting & Project Mgmt* Weekly 30-minute meetings for month 1, bi-weekly meetings for month 2+ to discuss the status of the recruitment campaign, provide recommendations and reporting. Includes up to 10 hours of consulting services per month. | 12 | \$1,500/ Month | \$18,000 |
| 1-Day Commercial Video Shoot 1-day commercial video shoot featuring one videographers to capture video/ photo session. | One-Time | | \$10,000 |
| Implementation and Management of Campaign* Managing advertising placements to deliver candidates based on highest and best use of direct advertising spend. Track sources and modify as necessary to provide optimal marketing mix for department goals. Includes up to 20 hours of consulting and design services per month. | 12 | \$3,000/ Month | \$36,000 |
| TECHNOLOGY AND IMPLEMENTATION TOTAL | | | \$76,250 |

| Paid Media Advertising | | | |
|---|----|---------|----------|
| Paid Media (Meta, Google, Indeed) - Direct Spend Direct ad spend for candidates for the lateral and entry level officer classifications will be provided to the department through our Candidate Relationship Manager system. Candidates are sourced through a digital first recruitment campaign and are exclusive to your Department. "Candidates" refer to individuals who have expressed interest in the position by sharing their contact information, including their name, phone number, and email address, and are eager to engage in further discussions with your Department. | 12 | \$5,000 | \$60,000 |

| |
|------------------------------------|
| Total Investment: \$136,250 |
|------------------------------------|

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.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1393

TO: Board of Supervisors

FROM: Brian D. Bordona, Director - Planning, Building, & Environmental Services

REPORT BY: Ryan Melendez, Planner II - Sustainability

SUBJECT: Amendments to Ordinance modifying Napa County Code Chapter 5.70 and modifying Chapter 5.80

RECOMMENDATION

Introduction and intent to adopt an ordinance of the Napa County Board of Supervisors, State of California, amending various sections of Chapter 5.70 (Single-Use Plastic Bag Reduction) and Chapter 5.80 (Reusable Foodware and Waste reduction) of the Napa County Code. (No Fiscal Impact)

BACKGROUND

On December 3, 2024, the Napa County Board of Supervisors adopted Ordinance 1501, amending Chapter 5.70. This Chapter was originally adopted in 2016 by ordinance 1408; however, in 2025 the state of California passed Senate Bill No. 1053, "Solid Waste: recycled paper bags: standards: carryout bag prohibition," amending Chapter 5.3 of Part 3 of Division 30 of the Public Resources Code, to strengthen the state's original plastic bag ban by eliminating the exemption for thicker plastic bags marketed as reusable, thereby closing a loophole that allowed such bags to continue being distributing at store checkouts, effective January 1, 2026. Since the state's law is more restrictive than Napa County's ordinance, this law preempts Chapter 5.70 of the Napa County Code.

As part of Ordinance 1501 in 2024, the Board of Supervisors added Chapter 5.80 to reduce the waste and pollution caused by disposable foodware in the County. This ordinance is scheduled to go into effect January 1, 2026. In preparation for outreach and education to businesses, staff identified the need to clarify and update some of the regulations within the ordinance. Therefore, staff have preemptively revised several sections of the ordinance to improve clarity of the requirements that will be implemented within the unincorporated areas of the County. These updates will allow for streamlined and improved outreach and engagement with businesses and members of the public.

To ensure consistency and feasibility, staff have discussed the new proposed ordinance amendments with staff from the County Recycling and Waste Reduction Team, County Environmental Health Division, County

Counsel, Local Enforcement Agency, and Napa Recycling and Waste Services.

Proposed Amendments to Chapter 5.70

The following modifications have been identified for the Board's consideration:

- Amend the title of the Chapter from "Single-Use Plastic Bag Reduction" to "Plastic Bag Prohibition;"
- Amend the purpose and intent of the chapter to simplify the goal of reducing waste and pollution and to align with SB 1053, which updates the Public Resources Code (PRC) 42279-42288 to ban all film-plastic bags;
- Add Section 5.70.025 (Incorporation of state law) to reference and reinforce the regulations within PRC 42279-42288;
- Amend Section 5.70.040 to align the language with PRC 42279-42288.
- Remove multiples sections of the current ordinance, as they are redundant with the PRC 42279-42288 and have the potential to create confusion from the regulated community; and
- Amend Section 5.70.060 (Administration, enforcement, and penalties) to clarify how the state law will be enforced in Napa County.

Proposed Amendments to Chapter 5.80

The following modifications have been identified for the Board's consideration:

- Amend Section 5.80.010 (Purpose) to better reflect the regulations set forth in the chapter; to align County compliance with the requirements set forth in the PRC Sections 42270 *et seq.*, requiring that disposable items be provided only if requested by a customer; to align County compliance with the requirements set forth in California Health and Safety Code Sections 38730.5 through 39730.8 and the PRC 42652 *et seq.*, requiring businesses to annually provide educational information to employees about the requirements to compost and recycle; and to align County compliance with the PRC Sections 42648.1, 42648.2, 42648.8, and 42648.81 relating to correct sorting of solid waste, recyclables, and organic waste into separate receptacles.
- Amend Section 5.80.020 (Definitions) to simplify the understanding of the regulations. Updated definitions include:
 - Added definitions for "Accessory Foodware," "Compost/Organics," "Condiment," "County Enforcement Officer," "Prepared Food Vendor," "Reusable," and "Temporary Event or Event,"
 - Removed definitions for "Bottled Beverage," "BPI Certified," "County," "County Executive Officer (CEO)," "County Facilities," "Disposable Cup or Non-Reusable Cup," "Event Promoter," "Food Provider," "Food Service Establishment," "Food Vendor," "Foodware Accessory," "Natural Fiber," "On Request," "PBES," "Person," "Plastic Bottle," "Reusable Foodware," "Store," "Supermarket," "Retail Store," "Convenience Food Store," "Takeout Food," and "Vendor."
 - Amended definitions for "Compostable," "Customer," "Disposable," "Foodware," "Off-

Premises,” “On-Premises,” “Prepared Food,” and “Recyclable.”

- Add Section 5.80.025 (Prohibition on plastic and polystyrene) to clarify prohibition on providing, selling, or using disposable foodware or accessory foodware made of plastic or polystyrene.
- Amend Section 5.80.030 (Foodware Standards) to clarify the regulations for prepared food vendors providing foodware and accessory foodware items. Updates include:
 - Simplifying the language for regulations for prepared food vendors to provide only reusable foodware to customers dining on-premises, but allowing for compostable accessory foodware items, either automatically or by customer request depending on the type of item;
 - Specifying the requirements, time limits, and other limitations for temporary waiver applications;
 - Simplifying the language for regulations for businesses to provide only compostable foodware and accessory foodware items for customers dining off-premises and specifying regulations regarding the use of single-use condiment packaging; and
 - Requiring Events and Temporary Events to comply with the regulations for off-premises dining. This is in coordination with Planning, Building, and Environmental Services (PBES) - Planning staff regarding the proposed update of the Napa County Temporary Event ordinance.
- Amend Section 5.80.040 (Separate waste receptacles required) to align with Health and Safety Code Sections 39730.5 through 39730.8 and the PRC Section 42652 *et seq.*, requiring prepared food vendors to annually provide education to their staff of the requirements to compost and recycle and how to properly sort between solid waste, recycling, and organic waste streams.
- Amend Section 5.80.050 (Disposable foodware charges) to simplify the language regarding disposable foodware charges, and exemptions from those charges;
- Add Section 5.80.055 (Prepared food vendor employee training) to require prepared food vendors to annually train their employees on the requirements of Chapter 5.80.
- Amend Section 5.80.060 (Recordkeeping and inspection) to simplify the understanding of recordkeeping requirements by businesses and inspections completed by County Enforcement Officers.
- Remove Section 5.80.070 (Sale and distribution of disposable plastic bottled beverages on county property).
- Amend Section 5.80.080 (Exemptions) to clarify that no exemption is allowed from the prohibition on the sale or distribution of polystyrene foodware and accessory foodware items.
- Update Chapter 5.80.090 regarding the administration, enforcement, and penalties of the regulations set forth in the reusable foodware and waste reduction ordinance to simplify the understanding of roles and responsibilities and penalties.

Community Outreach:

The original proposed ordinance was posted on the PBES Department website on February 12, 2024, for public review and comment. A notice that the originally-proposed ordinance was available for review was sent to food

vendors in the unincorporated area and stakeholders interested in Climate Action Committee (CAC)-related matters. A Frequently Asked Questions (FAQ) document explaining the draft ordinance was also posted to the PBES website on March 15, 2024, including a version in Spanish. Staff gave a brief presentation regarding the original ordinance to the Napa Chamber of Commerce on March 6, 2024.

In collaboration with staff from Napa County Solid Waste, Environmental Health, Napa Recycling and Waste Services, and Upper Valley Disposal Services, staff plan to conduct written and in-person outreach and education to individual businesses which might be affected by the regulations in this ordinance. Staff have produced a reference and resources guidance document to aid in outreach and education efforts.

Next Steps:

If the Board votes today to express intent to adopt the ordinance, the ordinance will return for adoption on October 21, 2025. If adopted, Staff proposes the Ordinance be effective starting January 1, 2026, to match the effective date of the state law regulating plastic bags and match the effective date of the initial reusable foodware ordinance which is currently set forth at Chapter 5.80.

PROCEDURAL REQUIREMENTS:

1. Open Public Hearing.
2. Staff report.
3. Public comments.
4. Close Public Hearing.
5. Motion, second, discussion, and vote on intention to adopt the Ordinance.

FISCAL IMPACT

| | |
|-----------------------------------|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | If Chapter 5.70 is not amended, it will be inconsistent with state law and could create confusion by the regulated community who might rely on the County Code instead of State Law. If Chapter 5.80 is not amended, it has the potential to be confusing to the regulated community and customers. |
| Is the general fund affected? | No |
| Future fiscal impact: | None |
| Consequences if not approved: | PBES would have to follow existing ordinance provisions and state law, which may impede implementation and enforcement. |

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”)

which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING VARIOUS SECTIONS OF
CHAPTER 5.70 SINGLE-USE PLASTIC BAG REDUCTION AND
CHAPTER 5.80 REUSABLE FOODWARE AND WASTE REDUCTION
OF NAPA COUNTY CODE**

WHEREAS, the Board of Supervisors desires to amend regulations in Chapter 5.70- Single Use Plastic Bag Reduction, to conform to Senate Bill No. 1053, “Solid Waste: recycled paper bags: standards: carryout bag prohibition,” amending Chapter 5.3 of Part 3 of Division 30 of the Public Resources Code, which strengthens the state’s original plastic bag ban by eliminating the exemption for thicker plastic bags marketed as reusable, thereby closing a loophole that allowed such bags to continue being distributing at store checkouts, effective January 1, 2026; and

WHEREAS, the Board of Supervisors desires to amend regulations in Chapter 5.80- Resuable Foodware and Waste Reduction to clarify the regulations for the public.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Chapter 5.70 (SINGLE-USE PLASTIC BAG REDUCTION) of the Napa County Code shall be renamed “PLASTIC BAG PROHIBITION” and amended to read in full as follows:

5.70.010 Title.

This chapter shall be known as the "Plastic Bag Prohibition Ordinance," and may be cited as such, and will be referred to herein as "this chapter."

5.70.020 Purpose and intent.

The purpose and intent of this chapter is to protect the environment from the negative impacts of plastic bags by restricting stores from distributing plastic bags, in accordance with the California Public Resources Code Section 42279 through 42288 within the unincorporated area of the County.

5.70.025 Incorporation of state law.

The provisions of the California Public Resources Code Sections 42279 through 42288, or as may be amended, are hereby incorporated by reference into this chapter, and shall be enforced within the unincorporated area of the County. Stores and other entities covered by these state laws are subject to the requirements, prohibitions, and penalties set forth therein.

5.70.030 Definitions.

Terms used herein, unless otherwise defined in this code, shall have the meaning set forth in the California Public Resources Code Sections 42279 through 42288.

5.70.040 Plastic bags prohibited.

Unless otherwise exempt in the California Public Resources Code Section 42279 through 42288, no store shall provide a plastic bag to a customer.

5.70.045 Reserved.

5.70.046 Reserved.

5.70.047 Reserved.

5.70.050 Reserved.

5.70.060 Administration, enforcement, and penalties.

A. Administration. Enforcement officer(s) shall have responsibility for enforcement of the California Public Resources Code Sections 42279 through 42288, and this chapter and is hereby authorized to take any and all action reasonable and necessary to obtain compliance including, but not limited to, inspecting the premises of any designated business to verify compliance.

B. Enforcement. Enforcement officer(s) may utilize the procedures in this Napa County Code, to address violations of any provisions of the California Public Resources Code Section 42279-42288 or this chapter. Pursuant to the California Government Code Section 25845, in any action or proceeding to enforce this chapter, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In no action or proceeding, shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. The County may file civil actions to enforce this chapter.

C. Penalties. Pursuant to the California Public Resources Code Section 42285, a violation of any provision of this chapter or the California Public Resources Code Sections 42279 through 42288 may be punishable by an administrative fine in the amount of one thousand dollars (\$1,000) per day for the first violation of this chapter, two thousand dollars

(\$2,000) per day for the second violation, and five thousand dollars (\$5,000) per day for the third and subsequent violations.

SECTION 2. Chapter 5.80 (Reusable Foodware and Waste Reduction) of the Napa

County Code is amended to read in full as follows:

5.80.010 Purpose.

It is the intent of Napa County in enacting this chapter to reduce the use of disposable foodware and accessory foodware and to eliminate the use of disposable foodware and accessory foodware that is not compostable.

It is the intent of Napa County in enacting this chapter to comply with the requirements of the California Public Resources Code Sections 42270 through 42273 requiring that disposable foodware and accessory foodware items and condiments in single-use disposable packaging be provided only if requested by a consumer.

5.80.020 Definitions.

For purposes of this chapter, the terms in this section shall have the following meaning:

"Accessory Foodware" means accompanying foodware items such as straws, napkins and cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, toothpicks; cup sleeves, tops, lids, and spill plugs; and other similar accessory or accompanying foodware items used as part of food or beverage service or packaging.

"Compost/ Organics" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste, that is mixed in with food waste.

"Compostable" means that (1) all materials in a product, item, or packaging will break down, or otherwise become part of usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner, and meets the definition of "compostable" under California Public Resources Code Section 42357, and (2) the product is eligible for acceptance by County Contracted Collection Program(s) receiving the prepared food vendor's waste as compostable.

"Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, salsa, salt, pepper, and sugar substitutes.

"County Contracted Collection Program(s)" means person, business, or entity contracted by the County to collect, process, recycle, compost, and/or dispose of waste.

"Customer" means any person obtaining prepared food from a prepared food vendor.

"Director" means the director of planning, building and environmental services or their designee.

"Disposable" means foodware and accessory foodware items that are designed for single use or limited number of uses and not designed or manufactured for long-term multiple reuse.

"Enforcement officer" means the county officers or employees or their designated assistants or deputies as defined in Chapters 1.20 and 1.28, as applicable.

"Foodware" means all containers, coolers, bowls, plates, trays, cartons, cups (e.g., mugs, condiment containers, wine glasses), and utensils (e.g., forks, spoons, sporks, knives, chopsticks).

"Off-Premises" means foods or beverages are not consumed on the property of a prepared food vendor (e.g., takeout, carry-away, left-overs, etc.). "Off premises" could include farmers markets, flea markets, and mobile food facilities where prepared food is not consumed on the property of the prepared food vendor.

"On-Premises" means customers consume food or beverages on the property or immediate vicinity of a prepared food vendor.

"Polystyrene" means a thermoplastic material utilizing a styrene monomer and processed by various techniques such as fusion of polymer spheres ("expandable bead polystyrene"), injection molding, form molding, and extrusion blow molding ("extruded foam polystyrene"), blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam, a trademarked form of polystyrene foam insulation). Polystyrene is generally used to make cups, bowls, trays, clamshell containers, meat trays, egg cartons, and coolers.

"Prepared Food" means food or beverages that are prepared on a prepared food vendor's premises by cooking, chopping, slicing, mixing, freezing, squeezing, or other processing and which require no further preparation to be consumed. Prepared Food shall not include raw uncooked whole fruits or vegetables which are not chopped, squeezed, or mixed, or raw uncooked meat products. Prepared Food also means beverages that are served in foodware that was not part of the packaging of the original manufacturer.

"Prepared Food Vendor" means any establishment located within the County, including restaurants, wineries, hotels, food service establishments, Mobile Food Facilities (as defined in California Health and Safety Code Section 113930), Temporary Food Facilities (as defined in CA Health and Safety Code Sections 113831 and 113930 and as amended), bars, caterers, non-profit organizations, business, entity, group, or person that provides Prepared Food to be consumed.

"Recyclable" means material accepted by the applicable County Contracted Collection Program(s) to be sorted, cleaned, and reconstituted for the purpose of using the altered form in the manufacturing of a new product. The material must also be labeled as recyclable in compliance with the requirements in California Public Resources Code Section 42355.51 and comply with the recyclable food service packaging criteria in the California Code of Regulations Section 17989.4.

"Reusable" means specifically designed and manufactured to be washed and sanitized and used repeatedly over an extended period and is safe for washing and sanitizing according to applicable regulations.

"Temporary Event" or "Event" means a Temporary Event as defined in Section 5.36.010.

5.80.025 Prohibition on plastic and polystyrene.

Prepared food vendors are prohibited from providing, selling, or using disposable foodware or accessory foodware made of plastic or polystyrene. All disposable foodware or accessory foodware must be compostable.

5.80.030 Foodware and Accessory Foodware standards for on-premises and off-premises dining.

A. On-Premises.

This subsection (A) applies to prepared food vendors providing prepared food for consumption on-premises.

1. Prepared food vendors are prohibited from providing disposable foodware to customers.
2. Prepared food vendors may provide the following disposable compostable accessory foodware items at their discretion: napkins, cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, and toothpicks. All other disposable compostable accessory foodware items may only be provided upon customer request.

- a. If a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used.

- b. If neither a compostable foodware item nor a recyclable item exists, an alternate item may be used provided it is not made of polystyrene.

3. Prepared food vendors shall not provide condiments packaged for single use to customers. Prepared food vendors shall offer condiments in reusable containers or dispensers to customers.

4. Temporary Waiver. Notwithstanding the requirement in subsection (A)(1) and (A)(3), prepared food vendors may request from the Director a temporary waiver of the requirements to provide reusable foodware for on-premises consumption for one or more foodware items because of space constraints or environmental impact. If approved, prepared food vendors shall comply with the requirements for off-premises consumption, in subsection (B) below.

- a. To obtain a temporary waiver for human health and safety or environmental impact, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that: (1) adhering to the on-premises requirements set forth in this chapter would have an adverse impact on human health and safety or the environment; and (2) there is no feasible method to satisfactorily mitigate or avoid the adverse impact.

- b. To obtain a temporary waiver for space constraints, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that the premises lacks on-site or off-site dishwashing capacity and the prepared food vendor is unable to contract for dishwashing services for one or more of the following reasons:

- i. Insurmountable space constraints or lack of utilities to install on-site dishwashing;
 - ii. Insurmountable space constraint or inability to store reusables on-site;
 - iii. Lack of staff available to wash reusable foodware;
 - iv. Other financial hardship; or
 - v. Other extraordinary insurmountable circumstances.

- c. Any waiver granted for reasons in 5.80.030(A)(4)(b) for space constraints shall expire automatically in the event of a significant remodel,

renovation, or other alteration of the premises with a construction valuation that exceeds \$60,000, or if the prepared food vendor ceases operations at the location for which the waiver has been granted.

d. A prepared food vendor shall demonstrate that each disposable foodware item for which a waiver is requested meets the criteria in Subsections 5.80.030(A)(4)(a) or (A)(4)(b), above. The Director may grant waivers for all or a portion of the prepared food vendor's foodware needs.

e. The duration of any waiver granted shall not exceed two (2) years.

f. No waiver shall be granted to a prepared food vendor applying for a Permanent Food Facility Permit, in accordance with the Health and Safety Code Chapter 9 at a new facility, after January 1, 2026.

B. Off-Premises.

This subsection applies to prepared food vendors providing prepared food for consumption off-premises. Where prepared food vendors provide prepared food to customers for both consumption on and off premises, prepared food vendors must comply with the requirements for on-premises consumption in Subsection 5.80.030(A), above, unless the customer specifies that the prepared food will be consumed off premises.

1. All disposable foodware and accessory foodware provided by prepared food vendors must be compostable. However, if a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used, if a recyclable item does not exist, an alternate item may be used provided it is not made of polystyrene.

a. Notwithstanding Subsection 5.80.030(B)(1), prepared food vendors may only provide accessory foodware items and condiments – in the packaging of the original manufacturer - on request of the customer.

b. Prepared food vendors shall provide convenient opportunities for customers to request accessory foodware items across all ordering/point of sale platforms, including but not limited to web, smartphone, and/or other digital platforms, telephone, and in-person.

2. Events and Temporary Events.

a. Events and temporary events shall comply with the requirements in this subsection for prepared food vendors providing food for off-premises consumption.

C. Customer-provided foodware.

1. Notwithstanding the requirements California Retail Food Code, Health and Safety Code, Sections 113700 et seq., prepared food vendors must allow customers to provide their own clean reusable foodware in accordance with the California Retail Food Code Section 114121(a).

2. Prepared food vendors may offer a discount to customers who provide their own foodware.

5.80.040 Separate waste receptacles required.

A. All prepared food vendors who provide solid waste containers for customer use

must provide separate receptacles for solid waste, recyclables, and compost/organics. Receptacles shall be colored black or grey for solid waste, blue for recycling, and green for compost/organics. Receptacles shall be provided in both the front-of-house and back-of-house.

B. To the extent possible given space constraints, all receptacles for solid waste, recyclables, and compost/organics shall be placed adjacent to one another.

C. Graphic-rich signage specific to each type of container must be posted on or above each receptacle following the applicable County Contracted Collection Program requirements for each type of receptacle.

5.80.050 Disposable foodware charges.

A. Prepared food vendors shall charge customers twenty-five cents (\$0.25) for each disposable foodware item provided. The maximum charge per order for all disposable foodware shall be one dollar (\$1.00).

1. Income from the disposable foodware charge shall be retained by the prepared food vendors. This chapter does not restrict how prepared food vendors use these monies.

2. Charges for disposable foodware shall be identified separately on any receipt provided and shall be clearly identified for the customer in writing, such as on menus, as a component of online ordering platforms, and/or on-premises signs, and verbally disclosed to customers ordering by phone.

B. Exemptions. The disposable foodware charge shall not apply to:

1. Customers demonstrating, at the point of sale, a payment card or voucher issued by California as part of the California Special Supplemental Food Program for Women, Infants, and Children (WIC), pursuant to the California Health and Safety Code Sections 123275 through 123355, or an electronic benefit transfer card (EBT) issued pursuant the California Welfare and Institutions Code Section 10072, shall be exempt from the disposable foodware charge.

2. Pizza boxes or foodware used to hold leftovers of on-premises dining.

3. Disposable foodware used at events or temporary events.

5.80.055 Prepared food vendor employee training.

Prepared food vendors shall annually provide training to its employees on the requirements of this chapter.

5.80.060 Record keeping and inspection.

A. Recordkeeping.

1. Commencing on January 1, 2026, prepared food providers shall keep records documenting the purchase of disposable foodware and accessory foodware for a minimum period of three (3) years from the date of purchase.

2. Prepared food vendors shall keep records documenting compliance with the employee training requirements in section 5.80.055 for a minimum period of three (3) years. Training documentation shall show the training materials used, name of the

instructor, dates of training, and names of employees who completed the training.

3. The records shall be made available for inspection at no cost to the County Enforcement officials or representatives designated by the County during regular business hours. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the food providers' address.

4. The provision of false or incomplete information, records, or documents to the County Enforcement officials or representatives designated by the County shall be a violation of this chapter.

B. Enforcement officers are authorized to conduct inspections and investigations of prepared food vendors premises to confirm compliance with this chapter.

5.80.070 Reserved.

5.80.080 Exemptions.

A. The following items or types of prepared food vendors, are exempt from the requirements set forth in Section 5.80.030, except that these types of prepared food vendors are not exempt from the prohibition on the use of polystyrene

1. Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

2. Healthcare facilities licensed pursuant to the California Health and Safety Code Sections 1250 through 1264 or facilities that are owned or operated by a health care service plan licensed pursuant to California Health and Safety Code Sections 1340 through 1345.5.

3. Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

4. Public and private school cafeterias, as referenced in the California of the Health and Safety Code Section 113789(1)(b).

B. The Board of Supervisors, or designee, may exempt prepared food vendors from the requirements of this chapter for the immediate preservation of the public peace, health, or safety due to an emergency or natural disaster.

5.80.090 Administration, enforcement, and penalties.

A. The Director, or their designated agent or deputy, shall have primary responsibility for enforcement of this chapter. The Director is authorized to take any and all action reasonable and necessary to ensure compliance.

B. Any person who violates any provision of this chapter shall be considered guilty of an infraction for each offense and subject to those penalties as established by Resolution of the Board of Supervisors.

C. In addition to any other remedy available, any violation of this chapter by any person is subject to the following administrative fines pursuant to California Government Code Section 53069.4, and Chapter 1.28 in the amount not exceeding \$100.00 for a first violation; a fine not exceeding \$200.00 for a second violation of the same code section within one year; or a

fine not exceeding \$500.00 for each additional violation in excess of two of the same code section within one year. The County may seek legal, injunctive, or other equitable relief to enforce this chapter.

D. The County may seek legal, injunctive, or other equitable relief to enforce this chapter.

E. The remedies and penalties provided in this chapter are cumulative and not exhaustive, and nothing set forth in this chapter shall preclude the County from pursuing any other remedy provided by law.

SECTION 3. The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”) which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 5. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 6. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County.

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 7th day of October, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Rebekah Reynolds</i></u> Deputy County Counsel</p> <p>By: <u><i>McKayla McMahon</i></u> Code Services</p> <p>Date: <u>September 30, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Additions are underlined.
Deletions are ~~struck through~~.
Revision markers are noted in left or
right margins as vertical lines.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING VARIOUS SECTIONS OF
CHAPTER 5.70 SINGLE-USE PLASTIC BAG REDUCTION AND
CHAPTER 5.80 REUSABLE FOODWARE AND WASTE REDUCTION
OF NAPA COUNTY CODE**

WHEREAS, the Board of Supervisors desires to amend regulations in Chapter 5.70-
Single Use Plastic Bag Reduction, to conform to Senate Bill No. 1053, "Solid Waste: recycled
paper bags: standards: carryout bag prohibition," amending Chapter 5.3 of Part 3 of Division 30
of the Public Resources Code, which strengthens the state's original plastic bag ban by
eliminating the exemption for thicker plastic bags marketed as reusable, thereby closing a
loophole that allowed such bags to continue being distributing at store checkouts, effective
January 1, 2026; and

WHEREAS, the Board of Supervisors desires to amend regulations in Chapter 5.80-
Resuable Foodware and Waste Reduction to clarify the regulations for the public.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Chapter 5.70 (SINGLE-USE PLASTIC BAG REDUCTION) of the Napa
County Code shall be renamed "PLASTIC BAG PROHIBITION" and amended to read in full as
follows:

5.70.010 Title.

This chapter shall be known as the "Plastic Bag Prohibition Ordinance," and may be
cited as such, and will be referred to herein as "this chapter."

5.70.020 Purpose and intent.

The purpose and intent of this chapter is to protect the environment from the negative impacts of plastic bags by restricting stores from distributing plastic bags, in accordance with the California Public Resources Code Section 42279 through 42288 within the unincorporated area of the County.

5.70.025 Incorporation of state law.

The provisions of the California Public Resources Code Sections 42279 through 42288, or as may be amended, are hereby incorporated by reference into this chapter, and shall be enforced within the unincorporated area of the County. Stores and other entities covered by these state laws are subject to the requirements, prohibitions, and penalties set forth therein.

5.70.030 Definitions.

Terms used herein, unless otherwise defined in this code, shall have the meaning set forth in the California Public Resources Code Sections 42279 through 42288.

5.70.040 Plastic bags prohibited.

Unless otherwise exempt in the California Public Resources Code Section 42279 through 42288, no store shall provide a plastic bag to a customer.

5.70.045 Reserved.

5.70.046 Reserved.

5.70.047 Reserved.

5.70.050 Reserved.

5.70.060 Administration, enforcement, and penalties.

A. Administration. Enforcement officer(s) shall have responsibility for enforcement of the California Public Resources Code Sections 42279 through 42288, and this chapter and is hereby authorized to take any and all action reasonable and necessary to obtain compliance including, but not limited to, inspecting the premises of any designated business to verify compliance.

B. Enforcement. Enforcement officer(s) may utilize the procedures in this Napa County Code, to address violations of any provisions of the California Public Resources Code Section 42279-42288 or this chapter. Pursuant to the California Government Code Section 25845, in any action or proceeding to enforce this chapter, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In no action or proceeding, shall an award of

attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. The County may file civil actions to enforce this chapter.

C. Penalties. Pursuant to the California Public Resources Code Section 42285, a violation of any provision of this chapter or the California Public Resources Code Sections 42279 through 42288 may be punishable by an administrative fine in the amount of one thousand dollars (\$1,000) per day for the first violation of this chapter, two thousand dollars (\$2,000) per day for the second violation, and five thousand dollars (\$5,000) per day for the third and subsequent violations.

SECTION 2. Chapter 5.80 (Reusable Foodware and Waste Reduction) of the Napa

County Code is amended to read in full as follows:

5.80.010 Purpose.

It is the intent of Napa County in enacting this chapter to reduce the use of disposable foodware and accessory foodware and to eliminate the use of disposable foodware and accessory foodware that is not compostable.

It is the intent of Napa County in enacting this chapter to comply with the requirements of the California Public Resources Code Sections 42270 through 42273 requiring that disposable foodware and accessory foodware items and condiments in single-use disposable packaging be provided only if requested by a consumer.

5.80.020 Definitions.

For purposes of this chapter, the terms in this section shall have the following meaning:

"Accessory Foodware" means accompanying foodware items such as straws, napkins and cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, toothpicks; cup sleeves, tops, lids, and spill plugs; and other similar accessory or accompanying foodware items used as part of food or beverage service or packaging.

"Compost/ Organics" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste, that is mixed in with food waste.

"Compostable" means that (1) all materials in a product, item, or packaging will break down, or otherwise become part of usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner, and meets the definition of "compostable" under California Public Resources Code Section 42357, and (2) the product is eligible for acceptance by County Contracted Collection Program(s) receiving the prepared food vendor's waste as compostable.

"Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, salsa, salt, pepper, and sugar substitutes.

"County Contracted Collection Program(s)" means person, business, or entity contracted by the County to collect, process, recycle, compost, and/or dispose of waste.

"Customer" means any person obtaining prepared food from a prepared food vendor.

"Director" means the director of planning, building and environmental services or their designee.

"Disposable" means foodware and accessory foodware items that are designed for single use or limited number of uses and not designed or manufactured for long-term multiple reuse.

"Enforcement officer" means the county officers or employees or their designated assistants or deputies as defined in Chapters 1.20 and 1.28, as applicable.

"Foodware" means all containers, coolers, bowls, plates, trays, cartons, cups (e.g., mugs, condiment containers, wine glasses), and utensils (e.g., forks, spoons, sporks, knives, chopsticks).

"Off-Premises" means foods or beverages are not consumed on the property of a prepared food vendor (e.g., takeout, carry-away, left-overs, etc.). "Off premises" could include farmers markets, flea markets, and mobile food facilities where prepared food is not consumed on the property of the prepared food vendor.

"On-Premises" means customers consume food or beverages on the property or immediate vicinity of a prepared food vendor.

"Polystyrene" means a thermoplastic material utilizing a styrene monomer and processed by various techniques such as fusion of polymer spheres ("expandable bead polystyrene"), injection molding, form molding, and extrusion blow molding ("extruded foam polystyrene"), blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam, a trademarked form of polystyrene foam insulation). Polystyrene is generally used to make cups, bowls, trays, clamshell containers, meat trays, egg cartons, and coolers.

"Prepared Food" means food or beverages that are prepared on a prepared food vendor's premises by cooking, chopping, slicing, mixing, freezing, squeezing, or other processing and which require no further preparation to be consumed. Prepared Food shall not include raw uncooked whole fruits or vegetables which are not chopped, squeezed, or mixed, or raw uncooked meat products. Prepared Food also means beverages that are served in foodware that was not part of the packaging of the original manufacturer.

"Prepared Food Vendor" means any establishment located within the County, including restaurants, wineries, hotels, food service establishments, Mobile Food Facilities (as defined in California Health and Safety Code Section 113930), Temporary Food Facilities (as defined in CA Health and Safety Code Sections 113831 and 113930 and as amended), bars, caterers, non-profit organizations, business, entity, group, or person that provides Prepared Food to be consumed.

"Recyclable" means material accepted by the applicable County Contracted Collection Program(s) to be sorted, cleaned, and reconstituted for the purpose of using the altered form in the manufacturing of a new product. The material must also be labeled as recyclable in compliance with the requirements in California Public Resources Code Section 42355.51 and comply with the recyclable food service packaging criteria in the California Code of Regulations Section 17989.4.

"Reusable" means specifically designed and manufactured to be washed and sanitized and used repeatedly over an extended period and is safe for washing and sanitizing according to applicable regulations.

"Temporary Event" or "Event" means a Temporary Event as defined in Section 5.36.010.

5.80.025 Prohibition on plastic and polystyrene.

Prepared food vendors are prohibited from providing, selling, or using disposable foodware or accessory foodware made of plastic or polystyrene. All disposable foodware or accessory foodware must be compostable.

5.80.030 Foodware and Accessory Foodware standards for on-premises and off-premises dining.

A. On-Premises.

This subsection (A) applies to prepared food vendors providing prepared food for consumption on-premises.

1. Prepared food vendors are prohibited from providing disposable foodware to customers.
2. Prepared food vendors may provide the following disposable compostable accessory foodware items at their discretion: napkins, cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, and toothpicks. All other disposable compostable accessory foodware items may only be provided upon customer request.
 - a. If a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used.
 - b. If neither a compostable foodware item nor a recyclable item exists, an alternate item may be used provided it is not made of polystyrene.
3. Prepared food vendors shall not provide condiments packaged for single use to customers. Prepared food vendors shall offer condiments in reusable containers or dispensers to customers.
4. Temporary Waiver. Notwithstanding the requirement in subsection (A)(1) and (A)(3), prepared food vendors may request from the Director a temporary waiver of the requirements to provide reusable foodware for on-premises consumption for one or more foodware items because of space constraints or environmental impact. If approved, prepared food vendors shall comply with the requirements for off-premises consumption, in subsection (B) below.
 - a. To obtain a temporary waiver for human health and safety or environmental impact, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that: (1) adhering to the on-premises requirements set forth in this chapter would have an adverse impact on human health and safety or the environment; and (2) there is no feasible method to satisfactorily mitigate or avoid the adverse impact.
 - b. To obtain a temporary waiver for space constraints, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that the premises lacks on-site or off-site dishwashing capacity and the prepared food vendor is unable to contract for dishwashing services for one or more of the following reasons:

- i. Insurmountable space constraints or lack of utilities to install on-site dishwashing;
 - ii. Insurmountable space constraint or inability to store reusables on-site;
 - iii. Lack of staff available to wash reusable foodware;
 - iv. Other financial hardship; or
 - v. Other extraordinary insurmountable circumstances.
- c. Any waiver granted for reasons in 5.80.030(A)(4)(b) for space constraints shall expire automatically in the event of a significant remodel, renovation, or other alteration of the premises with a construction valuation that exceeds \$60,000, or if the prepared food vendor ceases operations at the location for which the waiver has been granted.
- d. A prepared food vendor shall demonstrate that each disposable foodware item for which a waiver is requested meets the criteria in Subsections 5.80.030(A)(4)(a) or (A)(4)(b), above. The Director may grant waivers for all or a portion of the prepared food vendor's foodware needs.
- e. The duration of any waiver granted shall not exceed two (2) years.
- f. No waiver shall be granted to a prepared food vendor applying for a Permanent Food Facility Permit, in accordance with the Health and Safety Code Chapter 9 at a new facility, after January 1, 2026.

B. Off-Premises.

This subsection applies to prepared food vendors providing prepared food for consumption off-premises. Where prepared food vendors provide prepared food to customers for both consumption on and off premises, prepared food vendors must comply with the requirements for on-premises consumption in Subsection 5.80.030(A), above, unless the customer specifies that the prepared food will be consumed off premises.

- 1. All disposable foodware and accessory foodware provided by prepared food vendors must be compostable. However, if a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used, if a recyclable item does not exist, an alternate item may be used provided it is not made of polystyrene.
 - a. Notwithstanding Subsection 5.80.030(B)(1), prepared food vendors may only provide accessory foodware items and condiments – in the packaging of the original manufacturer - on request of the customer.
 - b. Prepared food vendors shall provide convenient opportunities for customers to request accessory foodware items across all ordering/point of sale platforms, including but not limited to web, smartphone, and/or other digital platforms, telephone, and in-person.
- 2. Events and Temporary Events.
 - a. Events and temporary events shall comply with the requirements in this subsection for prepared food vendors providing food for off-premises consumption.

C. Customer-provided foodware.

- 1. Notwithstanding the requirements California Retail Food Code, Health and Safety Code, Sections 113700 et seq., prepared food vendors must allow customers

to provide their own clean reusable foodware in accordance with the California Retail Food Code Section 114121(a).

2. Prepared food vendors may offer a discount to customers who provide their own foodware.

5.80.040 Separate waste receptacles required.

A. All prepared food vendors who provide solid waste containers for customer use must provide separate receptacles for solid waste, recyclables, and compost/organics. Receptacles shall be colored black or grey for solid waste, blue for recycling, and green for compost/organics. Receptacles shall be provided in both the front-of-house and back-of-house.

B. To the extent possible given space constraints, all receptacles for solid waste, recyclables, and compost/organics shall be placed adjacent to one another.

C. Graphic-rich signage specific to each type of container must be posted on or above each receptacle following the applicable County Contracted Collection Program requirements for each type of receptacle.

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A. Prepared food vendors shall charge customers twenty-five cents (\$0.25) for each disposable foodware item provided. The maximum charge per order for all disposable foodware shall be one dollar (\$1.00).

1. Income from the disposable foodware charge shall be retained by the prepared food vendors. This chapter does not restrict how prepared food vendors use these monies.

2. Charges for disposable foodware shall be identified separately on any receipt provided and shall be clearly identified for the customer in writing, such as on menus, as a component of online ordering platforms, and/or on-premises signs, and verbally disclosed to customers ordering by phone.

B. Exemptions. The disposable foodware charge shall not apply to:

1. Customers demonstrating, at the point of sale, a payment card or voucher issued by California as part of the California Special Supplemental Food Program for Women, Infants, and Children (WIC), pursuant to the California Health and Safety Code Sections 123275 through 123355, or an electronic benefit transfer card (EBT) issued pursuant the California Welfare and Institutions Code Section 10072, shall be exempt from the disposable foodware charge.

2. Pizza boxes or foodware used to hold leftovers of on-premises dining.

3. Disposable foodware used at events or temporary events.

5.80.055 Prepared food vendor employee training.

Prepared food vendors shall annually provide training to its employees on the requirements of this chapter.

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A. Recordkeeping.

1. Commencing on January 1, 2026, prepared food providers shall keep records documenting the purchase of disposable foodware and accessory foodware for a minimum period of three (3) years from the date of purchase.

2. Prepared food vendors shall keep records documenting compliance with the employee training requirements in section 5.80.055 for a minimum period of three (3) years. Training documentation shall show the training materials used, name of the instructor, dates of training, and names of employees who completed the training.

3. The records shall be made available for inspection at no cost to the County Enforcement officials or representatives designated by the County during regular business hours. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the food providers' address.

4. The provision of false or incomplete information, records, or documents to the County Enforcement officials or representatives designated by the County shall be a violation of this chapter.

B. Enforcement officers are authorized to conduct inspections and investigations of prepared food vendors premises to confirm compliance with this chapter.

5.80.070 Reserved.

5.80.080 Exemptions.

A. The following items or types of prepared food vendors, are exempt from the requirements set forth in Section 5.80.030, except that these types of prepared food vendors are not exempt from the prohibition on the use of polystyrene

1. Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

2. Healthcare facilities licensed pursuant to the California Health and Safety Code Sections 1250 through 1264 or facilities that are owned or operated by a health care service plan licensed pursuant to California Health and Safety Code Sections 1340 through 1345.5.

3. Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

4. Public and private school cafeterias, as referenced in the California of the Health and Safety Code Section 113789(1)(b).

B. The Board of Supervisors, or designee, may exempt prepared food vendors from the requirements of this chapter for the immediate preservation of the public peace, health, or safety due to an emergency or natural disaster.

5.80.090 Administration, enforcement, and penalties.

A. The Director, or their designated agent or deputy, shall have primary responsibility for enforcement of this chapter. The Director is authorized to take any and all action reasonable and necessary to ensure compliance.

B. Any person who violates any provision of this chapter shall be considered guilty of an infraction for each offense and subject to those penalties as established by Resolution of the Board of Supervisors.

C. In addition to any other remedy available, any violation of this chapter by any person is subject to the following administrative fines pursuant to California Government Code Section 53069.4, and Chapter 1.28 in the amount not exceeding \$100.00 for a first violation; a fine not exceeding \$200.00 for a second violation of the same code section within one year; or a fine not exceeding \$500.00 for each additional violation in excess of two of the same code section within one year. The County may seek legal, injunctive, or other equitable relief to enforce this chapter.

D. The County may seek legal, injunctive, or other equitable relief to enforce this chapter.

E. The remedies and penalties provided in this chapter are cumulative and not exhaustive, and nothing set forth in this chapter shall preclude the County from pursuing any other remedy provided by law.

SECTION 3. The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”) which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all

provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 5. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 6. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County,

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 7th day of October, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2025, by the following vote:

| | | |
|----------|-------------|-------|
| AYES: | SUPERVISORS | _____ |
| | | _____ |
| NOES: | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT: | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of the
State of California

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

| | | |
|---|---|---|
| APPROVED AS TO FORM Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors |
| By: _____ | Date: _____ | |

| | | |
|--|---|-----------------------|
| Deputy County Counsel By: _____ Code Services Date: _____ | Processed By: _____ Deputy Clerk of the Board | By: _____ |
|--|---|-----------------------|

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

1195 Third Street, Suite 301
Napa, CA 94559
Main: (707) 253-4521
Fax: (707) 259-8220

County Counsel
Sheryl L. Bratton

Chief Deputies
Thomas C. Zeleny
Jason M. Dooley



A Tradition of Stewardship
A Commitment to Service

**NAPA COUNTY
OFFICE OF COUNTY COUNSEL**

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Douglas V. Parker
Ryan K. FitzGerald
McKayla McMahon
Jo Ann I. Parker
Rebekah Reynolds
Sabrina S. Wolfson

MEMORANDUM

| | | | |
|-------|----------------------|-------|-------------|
| To: | Board of Supervisors | From: | Erin Cossen |
| Date: | October 7, 2025 | Re: | Item No.9A |

The redline version of the ordinance that was originally attached to the agenda item showed the changes as accepted changes rather than in redline format. Attached is the correct version of the document with tracked changes showing.

Additions are underlined.
Deletions are ~~struck through~~.
Revision markers are noted in left or
right margins as vertical lines.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING VARIOUS SECTIONS OF
CHAPTER 5.70 SINGLE-USE PLASTIC BAG REDUCTION AND
CHAPTER 5.80 REUSABLE FOODWARE AND WASTE REDUCTION
OF NAPA COUNTY CODE**

WHEREAS, the Board of Supervisors desires to amend regulations in Chapter 5.70-
Single Use Plastic Bag Reduction, to conform to Senate Bill No. 1053, "Solid Waste: recycled
paper bags: standards: carryout bag prohibition," amending Chapter 5.3 of Part 3 of Division 30
of the Public Resources Code, which strengthens the state's original plastic bag ban by
eliminating the exemption for thicker plastic bags marketed as reusable, thereby closing a
loophole that allowed such bags to continue being distributing at store checkouts, effective
January 1, 2026; and

WHEREAS, the Board of Supervisors desires to amend regulations in Chapter 5.80-
Resuable Foodware and Waste Reduction to clarify the regulations for the public.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Chapter 5.70 (SINGLE-USE PLASTIC BAG REDUCTION) of the Napa
County Code shall be renamed "PLASTIC BAG PROHIBITION" and amended to read in full as
follows:

5.70.010 Title.

This chapter shall be known as the ~~county's~~ "~~Single-Use~~ Plastic Bag Prohibition
~~Reduction~~-Ordinance," and may be cited as such, and will be referred to herein as "this chapter."

5.70.020 Purpose and ~~i~~ntent.

The purpose ~~and intents~~ of this chapter ~~is~~are to protect the environment from the negative impacts of plastic bags by restricting stores from distributing of plastic bags, in accordance with the California Public Resources Code Section 42279 through 42288 within the unincorporated area of the County.

~~A. Enact a bag reuse program that reduces waste and pollution, and that decreases the use of single-use plastic bags in the county.~~

~~B. Protect the environment from the negative impacts of single-use plastic bags by reducing the use of single-use plastic bags, with a provision that would require retail stores within the unincorporated area to charge customers who request recycled paper bags or reusable plastic bags.~~

~~C. Provide an incentive for customers to use reusable bags or bring their own bags by exempting application of the bag charge from those customers who use reusable bags or bring their own bags.~~

5.70.025 Incorporation of state law.

The provisions of the California Public Resources Code Sections 42279 through 42288, or as may be amended, are hereby incorporated by reference into this chapter, and shall be enforced within the unincorporated area of the County. Stores and other entities covered by these state laws are subject to the requirements, prohibitions, and penalties set forth therein.

5.70.030 Definitions.

Terms used herein, unless otherwise defined in this code, shall have the meaning set forth in the California Public Resources Code Sections 42279 through 42288. For purposes of this chapter, the following definitions shall apply:

~~A. "Compostable" means that (1) all materials in a product, item, or packaging will break down, or otherwise become part of usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner, as approved in Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of the Public Resources Code and accepted by County contracted collection program(s), (2) item is certified by either BPI Certified, or other third-party product certification recognized by the County, to ensure that the item is free of harmful chemicals, including but not limited to fluorinated chemicals that may have been used in foodware manufacture, and (3) item is made entirely of natural fiber except as otherwise specified in this chapter.~~

~~B. "Customer" means any person obtaining merchandise from retail establishment.~~

~~C. "Designated Business" means (1) any store, shop, sales outlet, tasting room, farmers market, and any other establishments that hold a Type 20 or Type 21 off-sale alcoholic beverage sales license; and (2) any restaurant, grocery store, coffee shop, hotel, motel, bed and breakfast inn, roadside stand, takeout food vendor, caterer, theater, and any other establishment not mentioned above that serves or provides a~~

- product to customers and that generate sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5, commencing with Section 7200, of Division 2 of the Revenue and Taxation Code) unless exempted in this chapter.
- D. ~~"Director" means the director of planning, building and environmental services or their designee.~~
- E. ~~"Merchandise" means any consumer goods as that term is defined by California Civil Code section 1791(a), except that "Merchandise" shall also include clothing and consumables, as those terms are defined by California Civil Code Sections 1791(c) and (d), respectively.~~
- F. ~~"Natural Fiber" means plant or animal based, non-synthetic fiber that is compostable, including but not limited to products made from uncoated paper, sugarcane, bamboo, wheat stems/stalk, hay, and wood.~~
- G. ~~"Person" means and includes a natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees, and general partners of a legal entity.~~
- H. ~~"Pre-checkout bag" or "produce bag" means a recyclable or compostable paper bag, or compostable bag made from plant-based compostable polymers (e.g., BioBag) provided or sold to a customer to carry produce, bulk food, or other food items to the point of sale inside of a store. Pre-checkout bag shall not include items composed wholly or partially of plastic of any kind, except as exempted in this chapter.~~
- I. ~~"Prepared food" means food or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared food does not include any raw or uncooked meat product, or fruits and vegetables that are intended to be prepared for consumption off site.~~
- J. ~~"Public eating establishment" means a restaurant, take-out food establishment, or any other business that receives ninety percent or more of its revenue from the sale of prepared food to be eaten on or off its premises.~~
- K. ~~"Recyclable" means material accepted by County contracted collection program(s) that can be sorted, cleaned, and reconstituted for the purpose of using the altered form in the manufacturing of a new product.~~
- L. ~~"Recycled paper bag" means a paper bag provided by a retail establishment to a customer in accordance with this chapter, at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent post-consumer recycled material; is one hundred percent recyclable; and has printed on the outside of the bag the word "recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content.~~
- M. ~~"Retail establishment" means any commercial establishment that sells merchandise at retail directly to the customer; and is located within or doing business within the geographical limits of Napa County, that is, the unincorporated area. Retail establishment does not include public eating establishments.~~
- N. ~~"Reusable bag" means a bag that meets all of the following criteria and any additional requirements established by the State of California:~~
- ~~1. Is at least 2.25 mils (thousandths of an inch thick);~~

2. ~~Has one or more handles;~~
3. ~~Has a minimum lifetime capability of one hundred twenty five or more uses carrying twenty two or more pounds over a distance of at least one hundred seventy five feet;~~
4. ~~Is at least fifteen liters in volume;~~
5. ~~Is machine washable or made from a material that can be cleaned and disinfected;~~
6. ~~Meets the standards of the California Toxics in Packaging Prevention Act, as amended, or any successor legislation; and~~
7. ~~Is not made of plastic film, regardless of thickness.~~

O. ~~"Single-use plastic carryout bag" means a bag, provided by a retail establishment to a customer at the check stand, cash register, point of sale or other point of departure, for the purpose of transporting merchandise out of the establishment, provided that "single-use plastic carryout bag" specifically excludes:~~

- ~~1. Reusable bags;~~
- ~~2. Recyclable paper bags;~~
- ~~3. Compostable paper bags or compostable bags made from plant-based polymers (e.g., BioBag);~~
- ~~4. Customer provided bags; or~~
- ~~5. Pre-check-out or produce bags.~~

~~P. "Specialty bag or gift bag" means a paper shopping bag made of a minimum one hundred seventy five grams per square meter paper weight, with a flat bottom, side gussets, reinforced turn top, and ribbon, rope or cord handles. Specialty or gift bags must either be reusable, recyclable, or compostable.~~

5.70.040 Single-use Plastic bags prohibited.

~~A. Unless otherwise exempt in the California Public Resources Code Section 42279 through 42288, no~~ designated store business shall provide a ~~psingle-use plastic bag to a customer except as exempted in this chapter.~~ B. ~~Retailers shall retain the proceeds from the collection of the charge required by subsection (A) of Section 5.70.046 for the point-of-sale purchase of a recycled paper bag or reusable plastic bag. This chapter does not restrict how retailers use these monies.~~ C. ~~Specialty or gift bags are exempt from the requirements of this chapter.~~

5.70.045 Reserved. Customer-provided carry-out bags.

~~A. Nothing in this chapter shall prohibit customers from using their own bags or containers of any type for the transport of merchandise from a designated business, including transport of takeout food and restaurant leftovers except as exempted in this chapter.~~

~~B. Designated businesses shall not require a customer to purchase or accept a bag of any kind, including compliant bags, as a condition of sale, with the following exceptions:~~

- ~~1. Designated businesses may refuse, as their sole discretion, any customer-provided bag or container that is cracked, chipped, or corroded, appears inappropriate in size, material, or condition for the intended food item, or that appears to be excessively soiled or unsanitary.~~

5.70.046 Reserved. ~~Recyclable and Compostable bag charge.~~

~~A. — Except as provided in subsection (C) below, no designated business shall provide a reusable, compostable, or recyclable paper bag to a customer for the purpose of transporting merchandise out of the establishment unless:~~

- ~~1. — The designated business charges the customer a minimum amount of zero dollars and twenty-five cents per bag or other amount set by Resolution of the Board of Supervisors; and~~
- ~~2. — The amount of the charge for each recycled paper bag is separately itemized on the sales receipt provided by the establishment to the customer.~~

~~B. — Designated businesses may not rebate or otherwise reimburse a customer any portion of the charge required for an allowable bag.~~

~~C. — A retail establishment may provide a reusable bag, a recyclable paper bag, or compostable bags at no cost at the point of sale for the following purposes:~~

- ~~1. — To a customer who is participating in the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code, or a customer who is participating in the Supplemental Food Program pursuant to Chapter 10 of Part 3 of Division 9 of the Welfare and Institutions Code.~~
- ~~2. — To transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale.~~
- ~~3. — To hold prescription medication dispensed from a pharmacy.~~
- ~~4. — To segregate merchandise that could damage or contaminate other merchandise when placed together in a reusable bag or recycled paper bag.~~
- ~~5. — To contain or wrap meat, fish, or frozen foods, whether prepackaged or not; or~~
- ~~6. — To contain food from a public eating establishment.~~

5.70.047 Reserved. ~~Recyclable/compostable pre-check-out/produce bag.~~

~~A. — Pre-checkout/produce bags provided by a designated business shall be compostable or recyclable as defined in this chapter.~~

~~B. — No designated business shall provide a non-compliant pre-checkout bag to a customer except as exempted in this chapter.~~

~~C. — The following items or activities are exempted from the provisions set forth in this chapter:~~

- ~~1. — Government or charitable food distribution centers, such as food banks that repackage bulk food items in plastic bags for preservation and delivery.~~
- ~~2. — When no compliant product is available that protects public health and safety such as the packaging of butchered meats, fish, and/or poultry sold from a butcher counter, butcher case or similar retail appliance.~~
- ~~3. — In situations deemed by the CEO to be an emergency and procuring and distributing emergency supplies and services for the immediate preservation of the public health, safety, and welfare.~~
- ~~4. — Designated businesses may provide single-use plastic bags for liquid food items, such as soup, drinks, foods with liquid sauces, etc., where there is a clear need to prevent leakage, or when leakage from melting/defrosting frozen item(s) is likely.~~
- ~~5. — Nothing in this chapter shall prevent designated businesses from selling bulk plastic bags~~

~~for food storage, solid waste, pet waste, etc.~~

5.70.050 Reserved.

5.70.060 Administration, enforcement, and penalties.

A. Administration. Enforcement officer(s) shall have responsibility for enforcement of the California Public Resources Code Sections 42279 through 42288, and this chapter and is hereby authorized to take any and all action reasonable and necessary to obtain compliance including, but not limited to, inspecting the premises of any designated business to verify compliance.

B. Enforcement. Enforcement officer(s) may utilize the procedures in this Napa County Code, to address violations of any provisions of the California Public Resources Code Section 42279-42288 or this chapter. Pursuant to the California Government Code Section 25845, in any action or proceeding to enforce this chapter, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In no action or proceeding, shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. The County may file civil actions to enforce this chapter.

C. Penalties. Pursuant to the California Public Resources Code Section 42285, a violation of any provision of this chapter or the California Public Resources Code Sections 42279 through 42288 may be punishable by an administrative fine in the amount of one thousand dollars (\$1,000) per day for the first violation of this chapter, two thousand dollars (\$2,000) per day for the second violation, and five thousand dollars (\$5,000) per day for the third and subsequent violations.

~~The director shall have primary responsibility for enforcement of this chapter. The director is authorized to establish regulations and to take any and all action reasonable and necessary to obtain compliance including, but not limited to, inspecting the premises of any designated business to verify compliance.~~

~~It is a violation of this code, subject to punishment and prosecution pursuant to Chapters 1.24 and 1.28 of this code, for any retail establishment to violate or fail to comply with any provision of this chapter.~~

SECTION 2. Chapter 5.80 (Reusable Foodware and Waste Reduction) of the Napa

County Code is amended to read in full as follows:

5.80.010 Purpose.

It is the intent of Napa County in enacting this ~~c~~Chapter to reduce the use of disposable foodware and accessory foodware and to eliminate the use of ~~polystyrene disposable~~ foodware and accessory single-use plastic foodware that is not compostable. ~~items and to require the use of reusable, or compostable, food containers by food providers and customers in the unincorporated area. Additionally, it is the intent of this Chapter to comply with the~~

~~requirements of Chapter 5.2 of the California Public Resources Code and to require single-use foodware accessories and condiments packaged for single use to be provided only if requested by a consumer.~~

~~It Additionally, it is the intent of Napa County in enacting this cChapter to comply with the requirements of the of Chapter 5.2 of the CaliforniaCalifornia- Public Resources Code Sections 42270 through 42273- and to requiring et hat disposable foodware and accessory single-use foodware items and -aecessories- condiments in single-use disposable packaging ed for single use to be provided only if requested by a consumer.~~

5.80.020 Definitions.

For purposes of this chapter, the terms in this section shall have the following meaning:

~~A. "Bottled Beverage" means drinking water, sparkling water, enhanced water, soda, sports drinks, juice, or other similar product in a plastic bottle having capacity of twenty-one fluid ounces or less, and intended primarily as a single-service container.~~

~~B. "BPI Certified" means those compostable fiber foodware products that have been certified by the Biodegradable Products Institute (BPI) to safely and readily biodegrade at an industrial composting facility in the typical processing time. As of January 1, 2020, BPI ensures all certified projects are fluorinated chemical free.~~

~~"Accessory Foodware" means accompanying foodware items such as straws, napkins and cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, toothpicks; cup sleeves, tops, lids, and spill plugs; and other similar accessory or accompanying foodware items used as part of food or beverage service or packaging.~~

~~"Compost/ Organics" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste, that is mixed in with food waste.~~

~~C. "Compostable" means that (1) all materials in a product, item, or packaging will break down, or otherwise become part of usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner, and meets the definition of "compostable" under California Public Resources Code Section 42357, and (2) the product is eligible for acceptance by County Contracted Collection Program(s) receiving the prepared food vendor's waste as compostable as approved in Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of the Public Resources Code and accepted by County contracted collection program(s), (2) item is certified by either BPI Certified, or other third-party product certification recognized by the County, to ensure that the item is free of harmful chemicals, including but not limited to fluorinated chemicals that may have been used in Foodware manufacture, and (3) item is made entirely of Natural Fiber as defined in this chapter.~~

~~D. "County" means the Napa County.~~

~~"Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, salsa, salt, pepper, and sugar substitutes.~~

~~E. "County Contracted Collection Program(s)" means person, business, or entity contracted by the County to collect, process, recycle, compost, and/or dispose of waste.~~

~~F. "County Executive Officer (CEO) Enforcement Officer" means the CEO of Napa~~

~~County or their designee. County Enforcement Officer as denied in Napa County Code Section 1.28.040(D).~~

~~G. "County Facilities" means any building, structure, or vehicle owned or operated by the County, its agencies and departments, and the integrated waste franchisees that are located or operated within the County or by County contracted collection program(s).~~

~~H. "Customer" means any person obtaining prepared food from a prepared food vendor provider for on or off-site consumption.~~

~~I. "Director" means the director of planning, building and environmental services or their designee.~~

~~J. "Disposable" means foodware and accessory foodware items that are designed for single use to be discarded after a single or limited number of uses and not designed or manufactured for long-term multiple reuse.~~

~~K. "Disposable Cup" or "Non-Reusable Cup" means a beverage cup designed for single use to serve beverages, such as water, cold drinks, hot drinks, and alcoholic beverages.~~

~~L. "Event Promoter" means an applicant for any special or temporary event permit issued by the County pursuant to Napa County Code Chapters 5.36 and 10.24.~~

~~M. "Food Provider" means any food vendor or food service establishment.~~

~~N. "Food Service Establishment" means any store, shop, sales outlet, restaurant, or other establishments, other than a restaurant, including but not limited to a grocery store, delicatessen, bakery, vehicle or mobile unit-based vendor, drive-in, drive-thru, coffee shop, cafeteria, short-order cafe, luncheonette, grill, sandwich shop, hotel, movie house, theater, bed and breakfast inn, tavern, bar, cocktail lounge, tasting room, nightclub, roadside stand, takeout food place, industrial feeding establishment, catering kitchen, commissary, special event, food market, farmers market, produce stand, food stand, or similar place in which food or drink is prepared for sale, or for service on the premises or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served, or provided to customers and that generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (Part 1.5, commencing with Section 7200, of Division 2 of the California Revenue and Taxation Code).~~

~~O. "Food Vendor" means any restaurant, vendor, business, non-profit, organization, entity, group, or person that provides prepared food for retail, including a food service establishment. Food vendor includes all operations that carry a food permit from the Napa County Planning, Building, and Environmental Services (PBES) Department.~~

~~"Enforcement officer" means the county officers or employees or their designated assistants or deputies as defined in Chapters 1.20 and 1.28, as applicable.~~

~~P. "Foodware" means all containers, coolers, bowls, plates, trays, cartons, cups (e.g., mugs, condiment containers, wine glasses), and utensils (e.g., forks, spoons, sporks, knives, chopsticks), lids, straws, stirrers, utensils (forks, spoons, sporks, knives, chopsticks, etc.), napkins, condiment cups and packets, cocktail picks, toothpicks (and the packaging that these individual items are wrapped in, if any), cup sleeves, tops, and spill plugs. The term "Foodware" includes "Foodware Accessories."~~

~~Q. "Foodware Accessory" means disposable foodware items often provided with prepared food, including but not limited to knives, forks, spoons, sporks, chopsticks, napkins, cup sleeves, food wrappers, beverage trays, condiment containers, straws, stirrers, splash sticks, cocktail sticks, toothpicks, tray liners, and plate liners.~~

~~R. "Natural Fiber" means plant or animal-based, non-synthetic fiber that is compostable, including but not limited to products made from uncoated paper, sugarcane, bamboo, wheat~~

stems/stalk, hay, wood, etc.

~~S. "Off-Premises" means foods or beverages are not consumed on the property of a prepared food vendor (e.g., takeout, carry-away, left-overs, etc.). "Off premises" could include farmers markets, flea markets, and mobile food facilities where prepared food is not consumed on the property of the prepared food vendor. customers do not consume food or beverages on the property of a food provider but are purchased to be consumed elsewhere (e.g., takeout, carry-away, left-overs, etc.).~~

~~T. "On-Premises" means customers consume food or beverages on the property or immediate vicinity of a prepared food vendor. provider, or are served at outdoor seating by food provider staff.~~

~~U. "On Request" means at the request of a customer.~~

~~V. "PBES" means the Napa County Planning, Building, and Environmental Services Department.~~

~~W. "Person" means and includes a natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees, and general partners of a legal entity.~~

~~X. "Plastic Bottle" means a plastic container that has a neck that is smaller than the body of the container, accepts a screw-type, snap cap, or other closure, and has a capacity of twenty-one fluid ounces or more, but less than five gallons, intended primarily as a single-service container.~~

~~Y. "Polystyrene" means a thermoplastic material utilizing a styrene monomer and processed by various techniques such as fusion of polymer spheres ("expandable bead polystyrene"), injection molding, form molding, and extrusion blow molding ("extruded foam polystyrene"), blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam, a trademarked form of polystyrene foam insulation). Polystyrene is generally used to make cups, bowls, trays, clamshell containers, meat trays, egg cartons, and coolers.~~

~~Z. "Prepared Food" means food or beverages that are prepared on a prepared food vendor's premises by cooking, chopping, slicing, mixing, freezing, squeezing, or other processing and which require no further preparation to be consumed. Prepared Food shall not include raw uncooked whole fruits or vegetables which are not chopped, squeezed, or mixed, or raw uncooked meat products. Prepared Food also means beverages that are served in foodware that was not part of the packaging of the original manufacturer. undergo a cooking, assembly, or food preparation technique for consumption on-premises or off-premises of a food establishment. Prepared food shall not include raw, butchered meats, fish, and/or poultry sold from a butcher counter, a butcher case or similar retail appliance.~~

~~"Prepared Food Vendor" means any establishment located within the County, including restaurants, wineries, hotels, food service establishments, Mobile Food Facilities (as defined in California Health and Safety Code Section 113930), Temporary Food Facilities (as defined in CA Health and Safety Code Sections 113831 and 113930 and as amended), bars, caterers, non-profit organizations, business, entity, group, or person that provides Prepared Food to be consumed.~~

~~AA. "Recyclable" means material accepted by the applicable County Ceontracted Ceollection Pprogram(s) that can to be sorted, cleaned, and reconstituted for the purpose of using the altered form in the manufacturing of a new product. The material must also be labeled as recyclable in compliance with the requirements in California Public Resources Code Section 42355.51 and comply with the recyclable food service packaging criteria in the California Code of Regulations Section 17989.4.~~

~~BB. "Reusable Foodware" means all foodware specifically designed and manufactured to~~

~~be washed and sanitized and to be used repeatedly over an extended period of time and is safe for washing and sanitizing according to applicable regulations.~~

~~CC. "Store" means any of the following retail establishments located within the geographical limits of the unincorporated area within the County that meets the following requirements:~~

~~1. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars or more, and which sells a line of dry grocery, canned goods, or nonfood items, and some perishable items.~~

~~2. "Retail Store" means a store with retail space that generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (part 1.5, commencing with Section 7200, of Division 2 of the Revenue and Taxation Code).~~

~~3. "Convenience Food Store" means any entity engaged in the retail sale of a limited line of goods that includes milk, bread, sodas, and snack foods including those Stores with a Type 20 or 21 licenses issued by the California Department of Alcoholic Beverage Control.~~

~~DD. "Takeout Food" means food or beverages requiring no further preparation to be consumed and which generally are purchased to be consumed off the premises of the retail food vendor.~~

~~EE. "Vendor" means any store or business which sells or offers for sale goods or merchandise, located or operating within the County, including "food providers."~~

"Reusable" means specifically designed and manufactured to be washed and sanitized and used repeatedly over an extended period and is safe for washing and sanitizing according to applicable regulations.

"Temporary Event" or "Event" means a Temporary Event as defined in Section 5.36.010.

5.80.025 Prohibition on plastic and polystyrene.

Prepared food vendors are prohibited from providing, selling, or using disposable foodware or accessory foodware made of plastic or polystyrene. All disposable foodware or accessory foodware must be compostable.

5.80.030 Foodware and Accessory Foodware standards for on-premises and off-premises dining.

A. On-Premises.

This subsection (A) applies to prepared food vendors providing prepared food for consumption on-premises.

1. Prepared food vendors are prohibited from providing disposable foodware to customers. Food providers, providing food and beverages consumed on-premises shall provide reusable foodware, except as exempted in this chapter.

2. Prepared food vendors may provide the following disposable compostable accessory foodware items at their discretion: napkins, cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, and toothpicks. All other disposable compostable accessory foodware items may only be provided upon customer

~~request. Food providers shall offer condiments in reusable containers or dispensers rather than pre-packaged, single-use condiment packets for condiments consumed on-premises and for self-service stations, except as exempted in this chapter.~~

~~a. If a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used.~~

~~b. If neither a compostable foodware item nor a recyclable item exists, an alternate item may be used provided it is not made of polystyrene.~~

~~3. Prepared food vendors shall not provide condiments packaged for single use to customers. Prepared food vendors shall offer condiments in reusable containers or dispensers to customers. Nothing in this section shall prohibit customers from bringing their own reusable foodware.~~

~~4. Temporary Waiver. Notwithstanding the requirement in subsection (A)(1) and (A)(3), prepared food vendors may request from the Director a temporary waiver of the requirements to provide reusable foodware for on-premises consumption for one or more foodware items because of space constraints or environmental impact. If approved, prepared food vendors shall comply with the requirements for off-premises consumption, in subsection (B) below. Notwithstanding the above requirements, a food provider may request a waiver of the requirement to provide reusable foodware for on-premises dining. The waiver must be approved by the Director. To obtain a waiver, the food provider must submit an application to the PBES and provide evidence which demonstrates that:~~

~~a. To obtain a temporary waiver for human health and safety or environmental impact, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that: (1) adhering to the on-premises requirements set forth in this chapter would have an adverse impact on human health and safety or the environment; and (2) there is no feasible method to satisfactorily mitigate or avoid the adverse impact. The premises lack on-site or off-site dishwashing capacity and the food provider is unable to contract for services to wash/sanitize reusable foodware for one or more of the following reasons:~~

~~i. Insurmountable space constraints or lack of utilities to install on-site dishwashing capacity;~~

~~ii. Insurmountable space constraint or inability to store reusables on-site;~~

~~iii. Lack of staff available to wash reusables;~~

~~iv. Other financial hardship; or v. Other extraordinary insurmountable circumstances.~~

~~b. To obtain a temporary waiver for space constraints, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that the premises lacks on-site or off-site dishwashing capacity and the prepared food vendor is unable to contract for dishwashing services for one or more of the following reasons:~~

~~i. Insurmountable space constraints or lack of utilities to install on-site dishwashing;~~

~~ii. Insurmountable space constraint or inability to store reusables on-site;~~

~~iii. Lack of staff available to wash reusable foodware;~~

- iv. Other financial hardship; or
- v. Other extraordinary insurmountable circumstances.
- c. Any waiver granted for reasons in 5.80.030(A)(4)(b) for space constraints shall expire automatically in the event of a significant remodel, renovation, or other alteration of the premises with a construction valuation that exceeds \$60,000, or if the prepared food vendor ceases operations at the location for which the waiver has been granted.
- d. A prepared food vendor shall demonstrate that each disposable foodware item for which a waiver is requested meets the criteria in Ssubsections 5.80.030(A)(4)(a) or (A)(4)(b), above. The Director may grant waivers for all or a portion of the prepared food vendor's foodware needs.
- e. The duration of any waiver granted shall not exceed two (2) years.
- f. No waiver shall be granted to a prepared food vendor applying for a Permanent Food Facility Permit, in accordance with the Health and Safety Code Chapter 9 at a new facility, after January 1, 2026.

B. Off-Premises.

This subsection applies to prepared food vendors providing prepared food for consumption off-premises. Where prepared food vendors provide prepared food to customers for both consumption on and off premises, prepared food vendors must comply with the requirements for on-premises consumption in Subsection 5.80.030(A), above, unless the customer specifies that the prepared food will be consumed off premises.

1. All disposable foodware and accessory foodware provided by prepared food vendors must be compostable. However, if a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used, if a recyclable item does not exist, an alternate item may be used provided it is not made of polystyrene. Food providers shall provide reusable foodware or disposable foodware which are compostable, for food and beverages consumed off premises, except as exempted in this chapter.

a. Notwithstanding Ssubsection 5.80.030(B)(1), prepared food vendors may only provide accessory foodware items and condiments – in the packaging of the original manufacturer - on request of the customer.

b. Prepared food vendors shall provide convenient opportunities for customers to request accessory foodware items across all ordering/point of sale platforms, including but not limited to web, smartphone, and/or other digital platforms, telephone, and in-person.

2. Events and Temporary Events. Food providers for delivery, takeout, or curbside pickup shall provide disposable foodware accessories, which are compostable, and single use condiments only on request or at self-serve stations for food and beverages consumed off premises. A food provider for delivery service may include lids, spill plugs, and sleeves without request for disposable/non-reusable cups as necessary for safe transport.

a. Events and temporary events shall comply with the requirements in this -subsection for prepared food vendors providing food for off-premises consumption.

3. ~~Food providers shall provide convenient opportunities for customers to~~

~~affirmatively request foodware accessories across all ordering/point of sale platforms, including but not limited to web, smartphone, and/or other digital platforms, telephone, and in person.4. Food providers shall only provide food bags that are paper or compostable except as exempted in this chapter.~~

~~5. Food providers may use single-use plastic bags only for liquid food items, such as soup, drinks, foods with liquid sauces, etc., where there is a clear need to prevent leakage, or when leakage from melting/defrosting frozen item(s) is likely.~~

~~6. Food providers shall permit use of customer-provided bags for takeout orders except as exempted in this chapter.~~

~~7. For takeout food orders, food providers may, at their sole discretion, deny use of any customer-provided bag or container that is cracked, chipped, or corroded; appears inappropriate in size, material, or condition for the intended food item, or that appears to be excessively soiled or unsanitary.~~

~~8. Food providers shall provide plastic straws upon customer request only as required to accommodate persons with medical or other special or access needs.~~

C. Customer-provided foodware. ~~Customer-provided reusable cups and other foodware.~~

~~1. Notwithstanding the requirements California Retail Food Code, Health and Safety Code, Sections 113700 et seq., prepared food vendors must allow customers to provide their own clean reusable foodware in accordance with the California Retail Food Code Section 114121(a).~~

~~Customers are encouraged to use their own reusable cups for takeout~~

~~2. Prepared food vendors may offer a discount to customers who provide their own foodware. At their discretion, food providers may offer a discount to customers who bring a reusable cup or other foodware for off-premises consumption in accordance with the California Retail Food Code Section 114121(a).~~

~~D. Polystyrene disposable foodware—prohibited use and sale.~~

~~1. Food providers are prohibited from providing prepared food to customers in polystyrene foodware, except as exempted in this chapter.~~

~~2. Polystyrene foodware, shall not be sold, used, or provided by any vendor or event promoter in the County, except containers that are wholly encapsulated or encased within a more durable material, such as polystyrene-insulated reusable coolers, except as exempted in this chapter (e.g., Styrofoam cups, Styrofoam coolers, etc.).~~

5.80.040 Separate waste receptacles required.

A. All prepared food vendors who provide solid waste containers for customer use must provide separate receptacles for solid waste, recyclables, and compost/organics. Receptacles shall be colored black or grey for solid waste, blue for recycling, and green for compost/organics. Receptacles shall be provided in both the ~~customer and kitchen/clean-up areas~~front-of-house and back-of-house.

B. To the extent possible given space constraints, all receptacles for solid waste, recyclables, and compost/organics shall be placed adjacent to one another.

C. Graphic-rich signage specific to each type of container must be posted on or above each receptacle- following the applicable County Contracted Collection Program requirements for each type of receptacle. ~~following the waste and recycling hauler's guidelines.~~

5.80.050 Disposable foodware charges.

A. ~~Prepared fFood providers-vendors~~ shall charge customers twenty-five cents ~~(\$0.25)~~ for each disposable ~~foodware item cup and each disposable take-out container~~ provided. ~~Food providers shall charge customers twenty-five cents per order for all other disposable foodware provided.~~ The maximum charge per order for all disposable foodware shall be one dollar ~~(\$1.00)~~. ~~These charges are required even if the products provided are compostable.~~

1. Income from the disposable foodware charge shall be retained by the ~~prepared food vendors~~~~food provider~~. This chapter does not restrict how ~~prepared food vendors~~~~food providers~~ use these monies.

2. ~~Charges for disposable foodware shall be identified separately on any receipt provided and shall be clearly identified for the customer in writing, such as on menus, as a component of online ordering platforms, and/or on-premises signs, and verbally disclosed to customers ordering by phone.~~ ~~All customers demonstrating, at the point of sale, a payment card or voucher issued by the California Special Supplemental Food Program for Women, Infants, and Children (WIC) pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the California Health and Safety Code and as amended, or an electronic benefit transfer card (EBT) issued pursuant to Section 10072 of the California Welfare and Institutions Code, shall be exempt from the disposable foodware charge.~~

3. ~~Charges for disposable foodware shall be identified separately on any receipt provided and shall be clearly identified for the customer on media such as menus, on-line ordering platforms, and/or on-premises signs; and verbally disclosed to customers ordering by phone.~~

4. ~~The disposable food charge shall not apply to pizza boxes.~~

5. ~~The disposable food charge shall not apply to Mobile Food Facilities or Temporary Food Facilities as defined by CA Health and Safety Code Sections 113831 and 113930 and as amended.~~

B. Exemptions. ~~The disposable foodware charge shall not apply to: Food providers shall provide a minimum twenty-five cent discount for customers who bring their own reusable foodware for take-out food. Food providers may provide a larger discount at their own discretion.~~

1. Customers demonstrating, at the point of sale, a payment card or voucher issued by California as part of the California Special Supplemental Food Program for Women, Infants, and Children (WIC), pursuant to the California Health and Safety Code Sections 123275 through 123355, or an electronic benefit transfer card (EBT) issued pursuant the California Welfare and Institutions Code Section 10072, shall be exempt from the disposable foodware charge.

2. Pizza boxes or foodware used to hold leftovers of on-premises dining.

3. Disposable foodware used at events or temporary events.

5.80.055 Prepared food vendor employee training.

Prepared food vendors shall annually provide training to its employees on the

requirements of this chapter.

5.80.060 Record keeping and inspection.

A. Recordkeeping. ~~Food providers shall keep complete and accurate records or documents of the below items:~~

1. ~~Commencing on January 1, 2026, the effective date of this chapter, prepared food providers shall keep records documenting the purchase of disposable foodware and accessory foodware for a minimum period of three (3) years from the date of purchase. complete and accurate records or documents of the purchase of the acceptable disposable foodware evidencing compliance with this chapter for a minimum period of three years from the date of purchase.~~

2. ~~Prepared food vendors shall keep records documenting compliance with the employee training requirements in section 5.80.055 for a minimum period of three (3) years. Training documentation shall show the training materials used, name of the instructor, dates of training, and names of employees who completed the training. The records shall be made available for inspection at no cost to the County Enforcement officials or representatives designated by the County during regular business hours. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the food providers' address.~~

3. ~~The records shall be made available for inspection at no cost to the County Enforcement officials or representatives designated by the County during regular business hours. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the food providers' address. The provision of false or incomplete information, records, or documents to the County Enforcement officials or representatives designated by the County shall be a violation of this chapter.~~

4. ~~The provision of false or incomplete information, records, or documents to the County Enforcement officials or representatives designated by the County shall be a violation of this chapter.~~

B. Enforcement officers are authorized to conduct inspections and investigations of prepared food vendors premises to confirm compliance with this chapter. ~~County Enforcement officials or representatives designated by the County are authorized to conduct inspections and investigations of foodware usage in any portion of the food providers' premises to confirm compliance with this chapter by food providers, subject to applicable laws. Such inspections and investigations may include confirmation of proper foodware usage or other requirements of this chapter described herein.~~

1. ~~Any records obtained by the County and/or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.~~

5.80.070 Reserved. ~~Sale and distribution of disposable plastic bottled beverages on county property.~~

A. ~~The County shall not enter into any new leases, contracts, or other forms of~~

agreement, or issue any new permits, bid proposals, or solicitations; or renew, amend or reissue any existing leases, contracts, agreements or permits, which allow County property to be used for the sale or distribution of plastic bottled beverages. Nothing in this chapter shall be construed to impair a lease, contract, permit, bid proposal, solicitation, or other form of agreement to which the County is a party on the effective date of the Ordinance codifying this chapter.

B. ~~Where containers greater than twenty one ounces in size are used on County property, compostable or reusable cups shall be used to serve beverages.~~

C. ~~The provisions of this section shall not apply where there are hydration requirements for employees working outside (e.g., fieldwork) and no reasonable alternative to plastic beverage bottles will serve the same purpose.~~

5.80.080 Exemptions.

A. The following items or ~~activities types of prepared food vendors,~~ are exempt from the ~~requirements disposable foodware provisions set forth in this Section chapter 5.80.030,~~ except that these types of prepared food vendors are not exempt from the prohibition on the use of polystyrene:

1. Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.~~Disposable foodware composed entirely of aluminum or glass and is recyclable.~~

2. Health-care facilities licensed pursuant to the California- Health and Safety Code Sections 1250 through 1264 or facilities that are owned or operated by a health care service plan licensed pursuant to -California Health and Safety Code Sections 1340 through 1345.5.~~Pre-packaged food that arrives at the premises of the food service establishment in a container or wrapper and is not removed from the container or wrapper before its sale or distribution.~~

3. Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.~~Repackaging of bulk food items in plastic bags for preservation and delivery purposes by government or charitable food distribution centers, such as food banks.~~

4. Public and private school cafeterias, as referenced in the California of the Health and Safety Code Section 113789-(1)(b).~~Where suitable, compostable foodware products that comply with the provisions of this chapter are unavailable, as in the examples provided. Vendors shall use recyclable products if available.~~

5. ~~When needed to comply with State or County health code regulations, such as regulations requiring specified temperature be maintained for hot table display; and when no compostable product is available that protects public health and safety such as the packaging of butchered meats, fish, and/or poultry sold from a butcher case or similar retail appliance; and when the use of compostable products would be inappropriate for deli or grocery items such as sushi, salads, and cakes, requiring display packaging. Recyclable products shall be utilized unless no such product is available.~~

6. ~~Bulk disposable foodware items sold by vendors, excluding bulk disposable foodware products made of polystyrene.~~

B. The Board of Supervisors, or designee, may exempt prepared food vendors from

the requirements of this chapter for the immediate preservation of the public peace, health, or safety due to an emergency or natural disaster. The following items or activities are exempt from the polystyrene prohibitions set forth in this chapter:

1. ~~Pre-packaged food that arrives at the premises of the food provider in a container or wrapper and is not removed from the container or wrapper before its sale or distribution (e.g., ramen noodles in a polystyrene cup or pre-packaged meat in polystyrene trays sold at a grocery store).~~

2. ~~Polystyrene used at County facilities, by County franchisees, contractors, and any vendors doing business with the County in situations deemed by the CEO or their designee to be an emergency and procuring and distributing emergency supplies and services for the immediate preservation of the public health, safety, and welfare.~~

3. ~~Medical supplies and services.~~

4. ~~Products made from polystyrene that are wholly encapsulated or encased by more durable material. Examples include surfboards, boats, life preservers, craft supplies, coolers, and ice chests which are wholly encapsulated or encased by more durable material.~~

5. ~~Construction products made from polystyrene if the products are used in compliance with the County Code concerned with stormwater management and used in a manner that prevents the polystyrene from being released into the environment.~~

C. ~~The provisions set forth in this chapter shall not apply during periods of declared emergencies (i.e., fire, earthquake, flood, etc.).~~

D. ~~The provisions set forth in this chapter do not apply to an event for which the event organizer submitted a complete application or agreement for review, or received approval, prior to the effective date of this chapter.~~

5.80.090 Administration, enforcement, and penalties.

A. The ~~D~~director, or their designated agent or deputy, shall have primary responsibility for enforcement of this chapter. The ~~D~~director is authorized to take any and all action reasonable and necessary to ensure compliance. ~~establish regulations and to take any and all action reasonable and necessary to obtain compliance including, but not limited to, inspecting the premises of any food provider to verify compliance.~~

B. Any person who violates any provision of this chapter shall be considered guilty of an infraction for each offense and subject to those penalties as established by Resolution of the Board of Supervisors.

C. In addition to any other remedy available, any violation of this chapter by any person is subject to the following administrative fines pursuant to California Government Code Section 53069.4, and ~~C~~chapter 1.28 in the amount not exceeding \$100.00 for a first violation; a fine not exceeding \$200.00 for a second violation of the same code section within one year; or a fine not exceeding \$500.00 for each additional violation in excess of two of the same code section within one year. ~~The County may seek legal, injunctive, or other equitable relief to enforce this chapter. 1.20 of this code in the amount not exceeding one hundred dollars for a first violation; a fine not exceeding two hundred dollars for a second violation of the same code section within one year; or a fine not exceeding five hundred dollars for each additional violation of the same code section within one year.~~

D. The County ~~of Napa~~ may seek legal, injunctive, or other equitable relief to

enforce this chapter.

E. The remedies and penalties provided in this chapter are cumulative and not exhaustive, and nothing set forth in this chapter shall preclude the County from pursuing any other remedy provided by law.

SECTION 3. The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”) which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 5. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 6. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County,

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 7th day of October, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2025, by the following vote:

| | | |
|----------|-------------|-------|
| AYES: | SUPERVISORS | _____ |
| | | _____ |
| NOES: | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT: | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of the State of California

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

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>By: _____ Code Services</p> <p>Date: _____</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
 NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1709

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning Building & Environmental Services Department

REPORT BY: Akenya Robinson-Webb, Code Compliance Manager

SUBJECT: Request to amend Napa County Code Section 5.40 - Peddling and Soliciting

RECOMMENDATION

Introduction and intent to adopt a Napa County ordinance amending Chapter 5.40 (peddling and soliciting) of the Napa County Code to conform to California Health and Safety Code requirements and to clarify the requirements. (No Fiscal Impact; Discretionary)

BACKGROUND

The Planning, Building, and Environmental Services Department (PBES) has experienced a noticeable increase in citizen complaints related to sidewalk vending activity in the unincorporated areas of the County. Sidewalk vending typically involves transient vendors selling items such as fruit, food, flowers, or other merchandise on sidewalks or within the public right-of-way. Vendors often operate without necessary health permits, creating significant public health risks due to the lack of food safety standards, sanitation controls, and proper food handling practices. Additionally, these operations can obstruct the right-of-way, create litter, and pose safety hazards for pedestrians and traffic. Enforcement is essential to protect public health, ensure fair competition for permitted vendors, and maintain the overall cleanliness and safety of public spaces.

On September 17, 2018, Senate Bill 946 (Sidewalk Vendors) was signed into law. SB 946 was intended to decriminalize sidewalk vending by reducing penalties for violation of local permitting programs. The law requires local authorities with an existing sidewalk vending ordinance to substantially comply with the bill's provisions as codified in Government Code Chapter 6.2 Sections 51036 - 51039, which include:

- Adopting additional regulations governing the time, place, and manner of sidewalk vending, provided these requirements are directly related to objective health, safety, or welfare concerns;
- Ensuring that any violation of these regulations is punishable solely by an administrative fine and not a criminal infraction; and
- Setting specific administrative fine amounts.

In order to effectively regulate sidewalk vending activity, protect public health and safety, and ensure consistency with current legal standards, the County must update Chapter 5.60 of the Napa County Code. Staff recommends changes to ensure compliance with SB 946 and Government Code Chapter 6.2 Sections 51036 - 51039, including changes to:

- Update the permit application to require proposed hours of operation;
- Revise the permit revocation criteria to include violations of public health or safety, or any violation of state or county health codes as grounds for revocation;
- Clarify the process for appealing a permit decision;
- Replace criminal citations with an administrative enforcement process;
- Establish administrative fines consistent with the law, as follows:
 1. For permitted vendors, violations will be subject to the following penalties:
 - First violation: Issuance of a notice of violation outlining the specific code section violated.
 - Second violation (within one year): Fine not to exceed one hundred dollars (\$100).
 - Third violation (within one year of the first): Fine not to exceed two hundred dollars (\$200).
 - Additional violations (within one year of the first): Fine not to exceed five hundred dollars (\$500) per violation.
 2. For vendors operating without a permit, violations will be punishable by a fine not to exceed three times the cost of the required permit;
- Specify a process for hardship waivers from any administrative fines; and
- Non-substantive edits to clarify and modernize existing language.

PROCEDURAL REQUIREMENTS:

1. Open Public Hearing.
2. Staff report.
3. Public comments.
4. Close Public Hearing.
5. Motion, second, discussion, and vote on intention to adopt the Ordinance.

REQUESTED ACTIONS:

Hold a public hearing Napa County Board of Supervisors, State of California, amending Chapter 5.40 (peddling and soliciting) to conform to California Health and Safety Code requirements and to clarify the requirements.

FISCAL IMPACT

| | |
|-----------------------------------|--|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | If Chapter 5.40 is not amended, it will be inconsistent with state law and could create confusion by those who might rely on the County Code instead of State Law. |
| Is the general fund affected: | No |
| Future fiscal impact: | None |
| Consequences if not approved: | PBES would have to follow existing ordinance provisions and state law, which may impede implementation and enforcement. |

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from the provisions of the CEQA pursuant to the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ORDINANCE NO. ____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING CHAPTER 5.40 (PEDDLING
AND SOLICITING) OF THE NAPA COUNTY CODE TO CONFORM TO
CALIFORNIA HEALTH AND SAFETY CODE REQUIREMENTS AND
TO CLARIFY THE REQUIREMENTS**

WHEREAS, Chapter 5.40 was adopted in 1982; and

WHEREAS, Chapter 5.40 was amended in 2013 to align updates to California's Health and Safety Code; and

WHEREAS, the Board of Supervisors wishes to amend Chapter 5.40 to align with California's Health and Safety Code Section 51036 – 51039 and to clarify the requirements.

NOW, THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1: Section 5.40.010 (Definitions.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.010 – Definitions.

Unless the context otherwise requires, the definitions in this section shall govern the construction of this chapter:

"Department" means the county department of planning, building and environmental services.

"Director" means the director of the county department of planning, building and environmental services, or the director's authorized designee.

"Engaged in business" means the conducting, managing or carrying on of any business mentioned herein by any person or owner, officer, agent, manager, employee, servant, tenant of lessee, partner or associate.

"Peddler" means any person who travels by foot or by any type of conveyance from door to door, house to house, place to place, or street to street, carrying, conveying or transporting food, goods, wares, merchandise or other personal property of any nature whatsoever, offering or exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from any vehicle or from any place not a permanent store building. The word "peddler" means and includes the words "hawker," "huckster," "roadside vendor" and "itinerant vendor." The word "peddler" shall also mean a person offering goods, wares or merchandise for sale or future delivery from a fixed place of business if the goods, wares or merchandise are sold during a temporary or limited period of time, or seasonally.

"Solicitor" means any person who travels either by foot or by any type of conveyance from door to door, house to house, place to place, or street to street, taking or attempting to take

subscriptions, contracts of sale, or orders for the sale of foods, goods, wares, merchandise or other personal property of any nature whatever for future delivery, or for services to be furnished or performed in the future, whether or not such person has, carries or exposes for sale a sample of the subject of such sale or whether or not he collects advance payments on such sales. The word "solicitor" shall include any person who uses or occupies any building, structure, room, shop, conveyance or other place other than a permanent store building within the county for the purpose of exhibiting samples and taking orders for merchandise or service for future delivery. The word "solicitor" shall include itinerant merchants and persons soliciting funds or otherwise peddling or soliciting for religious, political or charitable purposes.

SECTION 2: Section 5.40.030 (Exemptions from chapter applicability.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.030 – Exemptions from chapter applicability.

This chapter shall not apply to:

- A. Persons soliciting orders from or selling to retail dealers for use or for resale, or to manufacturers for processing;
- B. Public agencies;
- C. Any person operating a regular route not less than once a week for newspapers, eggs, dairy or bakery products;
- D. Persons regulated and required to be licensed by the state, or any of its agencies, while these persons are actually engaged in the activity for which the license is required;
- E. Persons delivering or soliciting for a newspaper of general circulation;
- F. Growers or producers of any agricultural commodity sold or offered for sale on the premises where grown or produced;
- G. Persons soliciting funds or peddling or soliciting goods or publications for the sole and bona fide purpose of propagating a religious or political faith, doctrine or belief, or for charitable purposes.

SECTION 3: Section 5.40.040 (Permit —Application.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.040 – Permit—Application.

A person shall apply to the director for a permit to engage in the business of peddler or solicitor on a form provided by the director, which shall require:

- A. Name, birthdate and description of the applicant;
- B. Permanent home address and local address of the applicant;
- C. The name and address of the applicant's business, their interest in or relationship with such business, and, if the applicant is employed, the name and address of their employer together with credentials establishing the exact relationship between the applicant and such employer;

- D. A brief description of the nature of the applicant's proposed business and of the product or services to be peddled or solicited, including the hours of operation;
- E. If any food product or substance for human consumption is to be peddled, a statement certifying compliance with the requirements of Chapter 8.04.

SECTION 4: Section 5.40.050 (Permit—Fees.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.050 – Permit—Fees.

Applications for a peddler's or solicitor's permit shall be accompanied by that fee established by resolution of the board.

SECTION 5: Section 5.40.050 (Permit—Bond or insurance.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.060 – Permit—Bond or insurance.

The director shall require of each applicant whose application has been approved, a liability insurance policy or bond, executed by the applicant as principal and surety company qualified and authorized to do business in California as surety, in the sum of three hundred thousand dollars, to protect adequately the interests of the county and the public. This policy or bond shall require the applicant to:

- A. Fully comply with the provisions of this chapter and with the provisions of all other applicable regulations of the county and statutes of the state concerning the sale of any goods, wares, merchandise or services subject to this chapter;
- B. Pay all judgments rendered against the applicant for injuries to person and/or loss or damage to property resulting from the negligent operation of the business of the applicant within the county;
- C. Pay all judgments recovered by any person against the applicant arising out of any misrepresentation or deception practiced upon any person transacting business with the applicant as peddler or solicitor within the county;
- D. Pay all judgments recovered by any person against the applicant arising from or connected with the applicant's activities as a peddler or solicitor within the county. The policy or bond shall also provide that any person injured by negligent operation of the business or having a claim or cause of action arising from the licensed activity shall have a right of action directly on the policy or bond. Such policy or bond shall remain in full force and effect for a period of ninety days after the expiration of the permit and any renewal thereof.

SECTION 6: Section 5.40.070 (Permit—Bond or insurance.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.070 – Permit—Issuance conditions.

- A. The issuance of a permit shall be subject to the following conditions:
1. If the application is for a permit to engage in the business of peddling any food products or substance for human consumption or other thing which might endanger the public health, the director shall cause to be made such investigation and examination of the applicant and applicant's equipment, facilities, place of business and/or manner of operation of same, as it shall deem necessary for the protection of the public health and welfare and to assure compliance with the sanitation laws of the state, and ordinances of the county.
 - a. If as a result of such investigation, any of the matters investigated are found to be unsatisfactory, the director shall endorse on such application its disapproval thereof and the reasons and notify the applicant that their application has been disapproved and that no permit will be issued.
 - b. If, as a result of such investigation, the applicant's equipment, facilities, place of business and/or manner of operation of same are found to be satisfactory, the director shall endorse on the application its approval.
 2. If the application is for a permit to engage in the business of offering goods, wares or merchandise for sale or future delivery from a fixed place of business such as a mobilehome, trailer, truck, bus, automobile or wagon parked on or otherwise occupying private property for a temporary or limited period of time, the director shall cause to be made such investigation and examination of such temporary or limited place of business and its manner of operation to ensure consistency with the policies in the county's General Plan and compliance with the requirements of Title 18 (zoning) of this code.
 - a. If the result of such investigation discloses inconsistency with the General Plan or noncompliance with Title 18 (zoning), the director shall notify the applicant that their application has been disapproved and that no permit will be issued until such time as compliance is insured.
 - b. If, as a result of such investigation, the applicant's place of business and manner of operation of same are found to be satisfactory, the director shall endorse on the application their approval, including any or all such conditions as may be imposed on the operation of the applicant's business on the application. Failure of the applicant to comply with all such condition(s) shall be considered sufficient and proper grounds for the revocation of the permit. The director shall enforce compliance with the conditions.
 3. Such other conditions as may be imposed by the director in conformity with the written general operating conditions on file in their office.
- B. If, upon completion of the investigation, the application is approved, and after payment of all fees and demonstration of financial assurances required by this chapter, the director shall issue or cause to be issued a permit addressed to the applicant for the carrying on of the business of peddler or solicitor, and the director shall keep a record showing the number of each permit, the purpose for which it is issued, the name and address of the person to whom it is issued, and the dates of issue and expiration thereof.

SECTION 7: Section 5.40.090 (Permit—Carrying and display.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.090 – Permit—Carrying and display.

Every applicant shall at all times when engaged in peddling or soliciting, carry and prominently display the permit issued under this chapter.

SECTION 8: Section 5.40.110 (Permit—Revocation conditions.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.110 – Permit—Revocation conditions.

Any permit issued pursuant to this chapter may be revoked at any time by the director for any of the following reasons:

- A. Fraud, misrepresentation or false statement contained in the application for a permit, or in the interstate commerce exemption declaration;
- B. Fraud, misrepresentation or false statement made in the course of carrying on the activity authorized by such permit;
- C. Violation of the provisions of the permit or this chapter;
- D. Conducting the activity authorized by the permit in an unlawful manner, or in such a manner as to cause a breach of the peace or as to constitute a menace to the health, safety or general welfare of the public, or a violation of a state or county health code;
- E. Finding of any fact which, if known, would have prevented issuance of the permit;
- F. Failure to pay any judgment arising from or connected with the activities authorized by the permit;

SECTION 9: Section 5.40.120 (Restrictions on visiting premises.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.120 –Restrictions on visiting premises.

No person shall peddle or solicit at or upon any premises within the unincorporated area of the county which are posted with a clearly visible sign bearing the words "No Peddlers or Solicitors" or similar words.

SECTION 10: Section 5.40.130 (Nuisance activities prohibited.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.130 – Nuisance activities prohibited.

No person shall, in the course of engaging in the business of peddler or solicitor, create any public nuisance, including disturbing the peace and quiet of any neighborhood by the use of loud noise, brilliant lights or any act offensive to the senses.

SECTION 11: Section 5.40.050 (Enforcement.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.140 – Enforcement.

The enforcement officer, as defined in Section 1.28.040, shall have responsibility for enforcement of this chapter, including failure of a permittee to comply with the provisions of their permit or this chapter. Consistent with Section 1.40.160, the enforcement officer may issue citations, pursuant to Chapter 1.28, imposing administrative penalties for violations of any provisions of this chapter or a permit issued pursuant to this chapter.

SECTION 12: Section 5.40.150 (Appeal procedure.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.150 – Appeal procedure.

Any person affected by a decision of the director to deny or grant or condition a permit application submitted under Section 5.40.040 (Permit Application), or a request for renewal under Section 5.40.080 (Permit—Term—Renewal), or to revoke a permit under Section 5.40.110 (Permit—Revocation Conditions) shall have the right of appeal. Such appeal shall be taken in accordance with Chapter 2.88.

SECTION 13: Section 5.40.160 (Violation—Penalty.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.160 – Violation—Penalty.

The violation of any provision of this chapter may be punishable by an administrative fine. For permitted vendors, a violation is punishable by (1) a notice of violation detailing the violation and the portion of the chapter violated, (2) a fine not to exceed one hundred dollars (\$100) for a second violation within one year of a first violation, (3) a fine not to exceed two hundred dollars (\$200) for a third violation within one year of the first violation, (4) a fine not to exceed five hundred dollars (\$500) for each additional violation within one year of the first violation. For vendors operating without a permit, a violation for operating without a permit is punishable by a fine not to exceed three times the cost of the permit. Any citation issued by an enforcement officer shall include a notice of the right to request an advance deposit hardship waiver, and information on how to submit a request for an advance deposit hardship waiver under Section 128,100, which will govern such requests.

SECTION 14: The Board of Supervisors finds that adoption of this Ordinance is exempt from the provisions of the CEQA pursuant to the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the

environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

SECTION 15: 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 16: This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 17: A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of September 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____ 2025, by the following vote:

| | | |
|----------|-------------|-------|
| AYES: | SUPERVISORS | _____ |
| | | _____ |
| NOES: | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT: | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of the
State of California

ANNE COTTRELL, Chair of the
Board of Supervisors

| | | |
|--|--|--|
| <div>APPROVED AS TO FORM Office of County Counsel</div> <div>By: <u>Rebekah Reynolds</u> Deputy County Counsel</div> <div>By: <u>McKayla McMahon</u> Code Services</div> <div>Date: <u>9/22/2025</u></div> | <div>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</div> <div>Date: _____ Processed By: _____ Deputy Clerk of the Board</div> | <div>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</div> <div>By: _____</div> |
|--|--|--|

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Additions are underlined.
Deletions are ~~struck through~~.
Revision markers are noted in left or
right margins as vertical lines.

ORDINANCE NO. ____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING CHAPTER 5.40 (PEDDLING
AND SOLICITING) OF THE NAPA COUNTY CODE TO CONFORM TO
CALIFORNIA HEALTH AND SAFETY CODE REQUIREMENTS AND
TO CLARIFY THE REQUIREMENTS**

WHEREAS, Chapter 5.40 was adopted in 1982; and

WHEREAS, Chapter 5.40 was amended in 2013 to align updates to California's Health
and Safety Code; and

WHEREAS, the Board of Supervisors wishes to amend Chapter 5.40 to align with
California's Health and Safety Code Section 51036 – 51039 and to clarify the requirements.

NOW, THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1: Section 5.40.010 (Definitions.) of Chapter 5.40 (Peddling and Soliciting)
of the Napa County Code is amended to read in full as follows:

5.40.010 – Definitions.

Unless the context otherwise requires, the definitions in this section shall govern the
construction of this chapter:

"Department" means the county department of planning, building and environmental
services.

"Director" means the director of the county department of planning, building and
environmental services, or the director's authorized designee.

"Engaged in business" means the conducting, managing or carrying on of any business
mentioned herein by any person or owner, officer, agent, manager, employee, servant, tenant of
lessee, partner or associate.

"Peddler" means any person who travels by foot or by any type of conveyance from door
to door, house to house, place to place, or street to street, carrying, conveying or transporting
food, goods, wares, merchandise or other personal property of any nature whatsoever, offering or
exposing the same for sale, or making sales and delivering articles to purchasers, or who, without
traveling from place to place, shall sell or offer the same for sale from any vehicle or from any
place not a permanent store building. The word "peddler" means and includes the words

"hawker," "huckster," "roadside vendor" and "itinerant vendor." The word "peddler" shall also mean a person offering goods, wares or merchandise for sale or future delivery from a fixed place of business if the goods, wares or merchandise are sold during a temporary or limited period of time, or seasonally.

~~"Person" means the singular and plural, and shall also mean and include any individual, firm, corporation, association, club, copartnership, joint venture, or any other organization.~~

"Solicitor" means any person who travels either by foot or by any type of conveyance from door to door, house to house, place to place, or street to street, taking or attempting to take subscriptions, contracts of sale, or orders for the sale of foods, goods, wares, merchandise or other personal property of any nature whatever for future delivery, or for services to be furnished or performed in the future, whether or not such person has, carries or exposes for sale a sample of the subject of such sale or whether or not he collects advance payments on such sales. The word "solicitor" shall include any person who uses or occupies any building, structure, room, shop, conveyance or other place other than a permanent store building within the county for the purpose of exhibiting samples and taking orders for merchandise or service for future delivery. The word "solicitor" shall include itinerant merchants and persons soliciting funds or otherwise peddling or soliciting for religious, political or charitable purposes.

SECTION 2: Section 5.40.030 (Exemptions from chapter applicability.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.030 – Exemptions from chapter applicability.

This chapter shall not apply to:

- A. Persons soliciting orders from or selling to retail dealers for use or for resale, or to manufacturers for processing;
- B. Public agencies;
- C. Any person operating a regular route not less than once a week for newspapers or, eggs, ~~dairy or bakery products~~;
- D. Persons regulated and required to be licensed by the state, or any of its agencies, while these persons are actually engaged in the activity for which the license is required;
- E. Persons delivering or soliciting for a newspaper of general circulation;
- F. Growers or producers of any agricultural commodity sold or offered for sale on the premises where grown or produced;
- G. Persons soliciting funds or peddling or soliciting goods or publications for the sole and bona fide purpose of propagating a religious or political faith, doctrine or belief, or for charitable purposes.

SECTION 3: Section 5.40.040 (Permit —Application.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.040 – Permit—Application.

A person shall apply to the director for a permit to engage in the business of peddler or solicitor on a form provided by the director, which shall require:

- A. Name, birthdate and description of the applicant;
- B. Permanent home address and local address of the applicant;
- C. The name and address of the applicant's business, ~~his~~their interest in or relationship with such business, and, if the applicant is employed, the name and address of ~~his~~their employer together with credentials establishing the exact relationship between the applicant and such employer;
- D. A brief description of the nature of the applicant's proposed business and of the product or services to be peddled or solicited, including the hours of operation;
- E. If any food product or substance for human consumption is to be peddled, a statement certifying compliance with the requirements of Chapter 8.04. ~~of this code.~~

SECTION 4: Section 5.40.050 (Permit—Fees.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.050 – Permit—Fees.

Applications for a peddler's or solicitor's permit shall be accompanied by that fee established by resolution of the board ~~of supervisors.~~

SECTION 5: Section 5.40.050 (Permit—Bond or insurance.) of Chapter 5.40 (Peddling

and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.060 – Permit—Bond or insurance.

The director shall require of each applicant whose application has been approved, a liability insurance policy or bond, executed by the applicant as principal and surety company qualified and authorized to do business in California as surety, in the sum of ~~one~~three hundred thousand dollars, to protect adequately the interests of the county and the public. This policy or bond shall require the applicant to bind the obligees that the applicant shall:

- A. Fully comply with the provisions of this chapter and with the provisions of all other applicable regulations of the county and statutes of the state concerning the sale of any goods, wares, merchandise or services subject to this chapter;
 - B. Pay all judgments rendered against the applicant for injuries to person and/or loss or damage to property resulting from the negligent operation of the business of the applicant within the county;
 - C. Pay all judgments recovered by any person against the applicant arising out of any misrepresentation or deception practiced upon any person transacting business with the applicant as peddler or solicitor within the county;
 - D. Pay all judgments recovered by any person against the applicant arising from or connected with the applicant's activities as a peddler or solicitor within the county.
- The policy or bond shall also provide that any person injured by negligent operation of the business or having a claim or cause of action arising from the licensed activity

shall have a right of action directly on the policy or bond. Such policy or bond shall remain in full force and effect for a period of ninety days after the expiration of the permit and any renewal thereof.

SECTION 6: Section 5.40.070 (Permit—Bond or insurance.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.070 – Permit—Issuance conditions.

A. The issuance of a permit shall be subject to the following conditions:

1. If the application is for a permit to engage in the business of peddling any food products or substance for human consumption or other thing which might endanger the public health, the director shall cause to be made such investigation and examination of the applicant and applicant's equipment, facilities, place of business and/or manner of operation of same, as it shall deem necessary for the protection of the public health and welfare and to assure compliance with the sanitation laws of the state, and ordinances of the county.
 - a. If as a result of such investigation, any of the matters investigated are found to be unsatisfactory, the director shall endorse on such application its disapproval thereof and the reasons and notify the applicant that ~~his~~ their application has been disapproved and that no permit will be issued.
 - b. If, as a result of such investigation, the applicant's equipment, facilities, place of business and/or manner of operation of same are found to be satisfactory, the director shall endorse on the application its approval.
2. If the application is for a permit to engage in the business of offering goods, wares or merchandise for sale or future delivery from a fixed place of business such as a mobile home, trailer, truck, bus, automobile or wagon parked on or otherwise occupying private property for a temporary or limited period of time, the director shall cause to be made such investigation and examination of such temporary or limited place of business and its manner of operation to ~~insure~~ ensure consistency with the policies in the county's General Plan and compliance with the ~~provisions of the Napa County General Plan and requirements of~~ Title 18 (zoning) of this code, ~~the county's zoning provisions~~.
 - a. If the result of such investigation discloses inconsistency with the General Plan or noncompliance with ~~the General Plan or~~ Title 18 (zoning)-zoning provisions, the director shall notify the applicant that ~~his~~ their application has been disapproved and that no permit will be issued until such time as compliance is insured.
 - b. If, as a result of such investigation, the applicant's place of business and manner of operation of same are found to be satisfactory, the director shall endorse on the application ~~his-their~~ approval, including any or all such conditions as may be imposed on the operation of the applicant's business on the application. Failure of the applicant to comply with all such condition(s) shall be considered sufficient and proper grounds for the revocation of the permit. The director shall enforce compliance with the conditions.

3. Such other conditions as may be imposed by the director in conformity with the written general operating conditions on file in ~~his~~their office.
- B. If, upon completion of the investigation, the application is approved, and after payment of all fees and ~~posting demonstration~~ of ~~all financial~~ assurances required by this chapter, the director shall issue or cause to be issued a permit addressed to the applicant for the carrying on of the business of peddler or solicitor, and the director shall keep a record showing the number of each permit, the purpose for which it is issued, the name and address of the person to whom it is issued, and the dates of issue and expiration thereof.
~~A copy of such record shall be forwarded to and maintained by the sheriff.~~

SECTION 7: Section 5.40.090 (Permit—Carrying and display.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.090 – Permit—Carrying and display.

Every applicant shall at all times when engaged in peddling or soliciting, carry and prominently display the permit issued under this chapter, ~~and exhibit same on request by any person and to any peace officer.~~

SECTION 8: Section 5.40.110 (Permit—Revocation conditions.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.110 – Permit—Revocation conditions.

Any permit issued pursuant to this chapter may be revoked at any time by the director for any of the following reasons:

- A. Fraud, misrepresentation or false statement contained in the application for a permit, or in the interstate commerce exemption declaration;
- B. Fraud, misrepresentation or false statement made in the course of carrying on the activity authorized by such permit;
- C. Violation of the provisions of the permit or this chapter;
- D. Conducting the activity authorized by the permit in an unlawful manner, or in such a manner as to cause a breach of the peace or as to constitute a menace to the health, safety or general welfare of the public, or a violation of a state or county health code;
- E. Finding of any fact which, if known, would have prevented issuance of the permit;
- F. Failure to pay any judgment arising from or connected with the activities authorized by the permit;
- ~~G. Revocation or suspension of any permit required by the director because of a violation state or county health codes.~~

SECTION 9: Section 5.40.120 (Restrictions on visiting premises.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.120 – ~~Hours of operation~~—Restrictions on visiting premises.

No person shall peddle or solicit at or upon any premises within the unincorporated area of the county which are posted with a clearly visible sign bearing the words "No Peddlers or Solicitors" or similar words.

~~A. Peddling and soliciting shall be limited to the hours between eight a.m. and seven p.m. Peddling or soliciting at other times is prohibited.~~

SECTION 10: Section 5.40.130 (Nuisance activities prohibited.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.130 – Nuisance activities prohibited.

No person shall, in the course of ~~activities regulated by this chapter~~engaging in the business of peddler or solicitor, create any public nuisance, ~~including or~~ disturbing the peace and quiet of any neighborhood by the use of loud noise, brilliant lights or any act offensive to the senses.

SECTION 11: Section 5.40.050 (Enforcement.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.140 – Enforcement.

The ~~sheriff enforcement officer, as defined in Section 1.28.040,~~ shall have responsibility for enforce enforcement the provisions of this chapter, including failure of a permittee to comply with the provisions of their permit or this chapter. Consistent with Section 1.40.160, the enforcement officer may issue citations, pursuant to Chapter 1.28, imposing administrative penalties for violations of any provisions of this chapter or a permit issued pursuant to this chapter. and shall issue such citations and make such arrests as are necessary to do so.

SECTION 12: Section 5.40.150 (Appeal procedure.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.150 – Appeal procedure.

Any person ~~aggrieved by an action taken by the director pursuant to this chapter~~affected by a decision of the director to deny or grant or condition a permit application submitted under Section 5.40.040 (Permit Application), or a request for renewal under Section 5.40.080 (Permit—Term—Renewal), or to revoke a permit under Section 5.40.110 (Permit—Revocation Conditions) shall have the right of appeal. Such appeal shall be taken in accordance with Chapter 2.88 ~~of this code.~~

SECTION 13: Section 5.40.160 (Violation—Penalty.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

5.40.160 – Violation—Penalty.

The violation of any provision of this chapter ~~shall constitute an infraction~~ may be punishable by an administrative fine. For permitted vendors, a violation is punishable by (1) a notice of violation detailing the violation and the portion of the chapter violated, (2) a fine not to exceed one hundred dollars (\$100) for a second violation within one year of a first violation, (3) a fine not to exceed two hundred dollars (\$200) for a third violation within one year of the first violation, (4) a fine not to exceed five hundred dollars (\$500) for each additional violation within one year of the first violation. For vendors operating without a permit, a violation for operating without a permit is punishable by a fine not to exceed three times the cost of the permit. Any citation issued by an enforcement officer shall include a notice of the right to request an advance deposit hardship waiver, and information on how to submit a request for an advance deposit hardship waiver under Section 128,100, which will govern such requests. ~~of fifty dollars for a first offense, one hundred dollars for a second offense within one year, and two hundred fifty dollars for each additional offense within one year. Each day that a person violates any provision of this chapter shall constitute a separate infraction.~~

SECTION 14: The Board of Supervisors finds that adoption of this Ordinance is exempt from the provisions of the CEQA pursuant to the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

SECTION 15: 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 16: This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 17: A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage

in the Napa Valley Register, a newspaper of general circulation published in Napa County,
together with the names of members voting for and against the same.

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The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of September 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____ 2025, by the following vote:

| | | |
|----------|-------------|-------|
| AYES: | SUPERVISORS | _____ |
| | | _____ |
| NOES: | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT: | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of the State of California

ANNE COTTRELL, Chair of the Board of Supervisors

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>By: _____ Code Services</p> <p>Date: _____</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1402

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Becky Craig, Assistant Chief Executive Officer
SUBJECT: Risk Management Program Overview

RECOMMENDATION

Receive a presentation on the Risk Management Program. (No Fiscal Impact)

BACKGROUND

The County is a governmental entity exposed to a variety of risks inherent to the services provided. All risk exposure cannot be eliminated but it can be reduced through implementation of mitigation measures. County departments are the front line that assess operational risk and mitigate concerns. They are experts in their respective fields and are provided the tools to deliver services safely and effectively. The Risk Management Program supports the departments, coordinates resources, insures residual risk, and processes claims. Staff also review concerns within and across departments and in similar jurisdictions to recommend additional mitigation measures.

The County is a founding member of PRISM (Public Risk Innovation, Solutions, and Management), a member-directed risk-sharing pool. This joint powers agency provides cost-effective insurance policies, training, best practices and expertise. The County currently participates in multiple service lines and a few ancillary programs. The insurance market has been hard for many years due to continued natural disasters and excessive litigation awards within the state resulting in significant annual premium increases. The County's claims experience is better than the collective JPA's average and is reflected in its experience modification factors equaling less than 1.0 for general liability and workers' compensation.

The County contracts with third-party administrators to process general liability claims (George Hills, Inc), workers' compensation claims (Sedgwick), and vendor insurance certificate verifications (Ebix). The ability to

access the vendors' breadth of expertise is cost-effective for the limited volume of activity incurred annually. In addition, County Counsel oversees the County's litigation program and works with several outside law firms experienced in public sector defense. The County assigns analysts to facilitate administrative tasks and employs a Risk and Safety Officer to conduct assessments and trainings.

The presentation will include aggregate claims and budget allocation information.

Requested Action: receive presentation on the Risk Management Program.

FISCAL IMPACT

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary

ENVIRONMENTAL IMPACT

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



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1718

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Andrew M. Mize, Legislative & Policy Analyst
SUBJECT: Resolution Informing the Public of the Upcoming Special Election and Proposition 50

RECOMMENDATION

Adopt a Resolution informing the public of the November 4, 2025, special election, the substance of Proposition 50, and information about local ballots and ballot drop box locations and hours. (No Fiscal Impact)

BACKGROUND

California uses an independent redistricting commission, the Citizens Redistricting Commission, to redraw congressional districts every ten years, based on the results of the decennial Census. The purpose of this decennial redistricting is to adapt congressional districts to patterns of movement over the prior decade so that each congressional district represents a proportionate number of citizens: around 760,000 to 770,000 each.

Governor Newsom and the California Legislature placed on the November 4, 2025 statewide ballot a measure that would temporarily redraw California's congressional districts for the elections occurring between 2026 and 2030. The measure is on the ballot in response to mid-cycle redistricting by the State of Texas.

Under Prop 50, responsibility for redistricting returns to the Citizens Redistricting Commission following the 2030 Census.

Proposition 50 requires a simple majority to pass.

The State has provided \$250 million in the FY 2025-26 Budget to fully cover the cost of local elections. For

Napa County, the State expects to reimburse \$682,300.

Locally, Napa County would remain within California's 4th Congressional District should Proposition 50 be approved by voters.

The Registrar of Voters started mailing ballots out on October 6 and has until October 28 to mail out ballots. The last day to register to vote is October 30, and voters can request a ballot after registering on the County's website.

There are three ways to vote in this election: by mail, in-person, or by dropping your ballot in one of the County's drop boxes across the County.

Voters can return their ballot by mail using the prepaid return envelope. Ballots must be postmarked on or before Election Day, Tuesday, November 4, 2025.

In-person voting locations are available at the locations, dates, and times listed below:

Napa:

Napa County Election Division

1125 Third Street, First Floor

Napa, CA 94559

Open daily: on weekdays from 8 AM to 5 PM starting October 6, 2025; also on weekends from 8:30 AM to 4:30 PM starting October 25, 2025.

Open on Election Day, Tuesday, November 4, 2025, from 7:00 AM to 8:00 PM.

American Canyon:

Holiday Inn Express & Suites

5001 Main Street

American Canyon, CA 94503

Open daily starting October 25, 2025: on weekdays from 8:00 AM to 5:00 PM; on weekends from 8:30 AM to 4:30 PM.

Open on Election Day, Tuesday, November 4, 2025, from 7:00 AM to 8:00 PM.

Saint Helena:

Napa Valley College - Upper Valley Campus

1088 College Avenue

St. Helena, CA 94574

Open daily starting November 1, 2025: on weekdays from 8:00 AM to 5:00 PM; on weekends from 8:30 AM to 4:30 PM.

Open on Election Day, Tuesday, November 4, 2025, from 7:00 AM to 8:00 PM.

Voters can also drop their ballot in one of the County's official drop boxes. Drop boxes opened on October 6, 2025, are open 24 hours a day, 7 days a week, and will close promptly at 8:00 PM on Election Day, Tuesday, November 4, 2025.

American Canyon:

4381 Broadway - by entrance to City Hall

American Canyon, CA 94503

Silver Oak Park - next to Canyon Oaks School

American Canyon, CA 94503

Angwin:

15 Angwin Ave - by entrance to Howell Mountain Market

Angwin, CA 94508

Calistoga:

Fair Way - next to the bus stop (outside Cal Mart)

Calistoga, CA 94515

Napa:

Soscol Avenue at Lincoln Avenue- South of Soscol Plaza across from Walmart
Napa, CA 94558

Solano Avenue - South of Redwood Road across from Redwood Plaza
Napa, CA 94558

S. Jefferson St - Outside of River Park Shopping Center in front of Goodwill
Napa, CA 94559

2nd Street Garage alley - between 1127 1st St and 2nd Street Garage
Napa, CA 94559

Napa Valley College - 2277 Napa Vallejo Hwy, by the Library
Napa, CA 94558

Saint Helena:
1492 Library Ln - in front of Library
St. Helena, CA 94574

Yountville:
Yountville Community Center - 6516 Washington Street (near the library drop box)
Yountville, CA 94599

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. 2025-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, INFORMING THE PUBLIC OF THE
UPCOMING SPECIAL ELECTION AND PROPOSITION 50.**

WHEREAS, Governor Newsom and the California Legislature placed on the November 4, 2025, statewide ballot a measure that would temporarily redraw California's congressional districts for the elections occurring between 2026 and 2030, with authority returning to the Citizens Redistricting Commission following the 2030 Census;

WHEREAS, it is now in the hands of the People of the State of California to decide whether to respond to mid-cycle redistricting actions in other states;

WHEREAS, Napa County would remain within California's 4th Congressional District should Proposition 50 be approved by voters, and the State has provided \$250 million in the FY 2025-26 Budget to fully cover local election administration costs; and

WHEREAS, the Napa County Registrar of Voters began mailing ballots on October 6, 2025, and local ballot drop boxes opened across Napa County, twenty-four hours a day, seven days a week, until 8:00 P.M. on November 4, 2025, at locations in American Canyon, Angwin, Calistoga, Napa, Saint Helena, and Yountville, on October 6, 2025;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors that, having received from staff an impartial presentation of the substance of Proposition 50, this Board hereby urges the citizenry of Napa County to exercise their constitutional right to vote in the November 4, 2025, special election and informs residents of the substance of the measure at issue.

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 7th Day of October 2025, by the following vote:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

AYES: SUPERVISORS _____


 NOES: SUPERVISORS _____

 ABSTAIN: SUPERVISORS _____

 ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
 State of California

 ANNE COTTRELL, Chair of the
 Board of Supervisors

| | | |
|---|---|---|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: </p> <p>_____ County Counsel</p> <p>Date: <u>September 30, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: September 9, 2025 Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|---|---|



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1716

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Conference With Labor Negotiators

RECOMMENDATION

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



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1717

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Conference with Legal Counsel - Existing Litigation

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))

Name of Case: Garcia, Juan, et al. v. County of Napa, et al., Napa Superior Court Case No. 23CV000234



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 10/7/2025

File ID #: 25-1738

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Claims asserted by Alan Charles Dell'Ario relating to the appointment of Planning Commissioners and the production of records under the California Public Records Act.

TOLLING AGREEMENT

This Tolling Agreement is made between Napa County (County) and Alan Charles Dell'Ario (Claimant). The County and Claimant are hereinafter referred to as "Parties," and individually as a Party.

RECITALS

WHEREAS Claimant asserts that he may have claims against County relating to the appointment of Planning Commissioners and the production of records under the California Public Records Act (the "Claims");

WHEREAS the County disputes any claims by Claimant and denies that there is any basis for such Claims;

WHEREAS the Parties hereto have agreed to toll and suspend all applicable statutes of limitation that might otherwise be asserted as a defense to any action brought by Claimant based on the Claims, subject to the provisions of this Tolling Agreement;

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. Tolling Period. Upon execution by the Parties, this Tolling Agreement shall toll any applicable statute of limitations during the period from August 28, 2025, to and including October 31, 2025. That time frame shall be referred to herein as the "Tolling Period."
2. Effect of Tolling Period. During and with respect to the Tolling Period, as defined above, the Parties waive and agree not to raise any defense, claim, and/or argument based upon, in whole or in part, an actual or purported failure by any Party to comply with contract or statutory requirements, statutes of limitation, waiver of contractual or other remedies,

estoppel, laches, or exhaustion, or to file a lawsuit, to assert a claim, to commence or prosecute any proceeding, or to take any type of legal action against the other Party related to the Claims or any cause of action that could be pursued based on the Claims. The Parties hereby waive any claim for the recovery of prejudgment interest that might accrue during the Tolling Period with respect to any claims or causes of action the Parties might assert against each other relating to the Claims or any cause of action that could be pursued based on the Claims.

3. No Waiver of Defenses. The Parties intend that the legal status quo shall be preserved and that their rights, remedies and defenses shall remain unaffected by the passage of time during the Tolling Period. Accordingly, this Tolling Agreement shall not preclude either Party from asserting defenses, claims and/or arguments that are not based upon (1) the passage of time, (2) the failure to file a lawsuit, to assert a claim or defense, or to commence or prosecute any proceeding, or (3) failure to take any other type of action against each other, during the Tolling Period.
4. No Admission of Liability. This Tolling Agreement is entered solely for the purpose of tolling and suspending all applicable statutes of limitation or claims of delay in any action that may be brought by the Parties, and it is not to be deemed or construed to be an admission of liability or a release or covenant to sue, or a waiver of any causes of action or defenses. Except as expressly provided herein, each Party retains all rights, defenses, and remedies that it may have with respect to the Claims.
5. Expiration/Termination. Upon the expiration of the Tolling Period, the limitations periods for any action shall resume running, and any remaining periods of time within which to

assert claims or defenses shall be preserved until such expiration. The Tolling agreement may be cancelled by one of the Parties upon thirty (30) days' written notice.

6. Extension or Modification. Any extension or modification of this Tolling Agreement must be in writing.
7. Signature. A signature transmitted by PDF format by email or facsimile shall be deemed the equivalent of an original signature.
8. Joint Preparation of Agreement. This Tolling Agreement shall be deemed to have been jointly prepared by the Parties and shall not be construed against one Party or the other in the event of any claimed uncertainty or ambiguity.
9. Integrated Contract. This Tolling Agreement constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the subject matter of this Tolling Agreement and supersedes all negotiations and preliminary agreements.
10. Governing Law. This Tolling Agreement shall be governed by the laws of the State of California.
11. Counterparts: This Tolling Agreement may be executed in counterparts.
12. Notice: Any notice under this Tolling Agreement shall be delivered in writing (email or overnight delivery) as follows:

Claimant:

Alan Charles Dell'Ario
Law Office of A.
Charles Dell'Ario
P.O. Box 359
Napa, CA 94559
707.666.5351
charles@dellario.org

County:

Rebekah Reynolds
Deputy County Counsel
County Administration Building
1195 Third Street, Suite 301
Napa, CA 94559
707.253.4521
rebekah.reynolds@countyofnapa.org

Claimant:

Dated: 8/28/2025, 2025

By A. Charles Dell'Ario

Alan Charles Dell'Ario

County:

Dated: Aug. 28, 2025

By Rebekah Reynolds
Rebekah Reynolds
Deputy County Counsel