Napa County

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

Agenda - Final

Tuesday, March 24, 2026

9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

https://www.napacounty.gov/

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

PUBLIC COMMENT

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

ON A MATTER ON THE AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

Attachments: Proclamation

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

Attachments: Proclamation

5. CONSENT CALENDAR

Auditor-Controller

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

Attachments: P-Card Audit Report

Clerk of the Board

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

Attachments: March 10, 2026

County Counsel

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

County Executive Office

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

Attachments: Resolution

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

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

Attachments: Agreement

Elections

G. Approve and authorize Agreement No. 260334B with Liberty Vote USA for election support through June 30, 2032. (Fiscal Impact: $1,199,468 Expense; General Fund; Budgeted; Mandatory) **26-827**

Attachments: Agreement

Health and Human Services Agency

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

Attachments: On The Move (LGBTQ Connections)
On The Move (Napa Housing Stabilization)
UpValley Family Centers of Napa County
Puertas Abiertas Community Resource Center

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

Attachments: Agreement

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

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

Attachments: Progress Foundation (Progress Place)
Progress Foundation (Bella House)

Housing & Community Services

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

Attachments: Agreement
Exhibit
Amendment

Human Resources – Division of CEO's Office

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

Attachments: Resolution
Exhibit B - Section 37C-1 (clean)
Exhibit B - Section 37C-1 (redline)
Exhibit B - Section 37C-3 (clean)
Exhibit B - Section 37C-3 (redline)

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

Attachments: Resolution

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

Attachments: Resolution

Information Technology Services – Division of CEO's Office

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

Attachments: ITS Donation List

Lake Berryessa Resort Improvement District

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

Attachments: Bid Results
Budget Summary
Agreement

Probation

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

Attachments: Agreement

Public Works

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

Attachments: Budget Solano Ave
Bid Results
Agreement

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

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

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

Attachments: Agreement

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

X. Approve the Plans and Specifications for the "Upper Partrick Road Rehabilitation Project," RDS 24-37, and authorize advertisement for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary) **26-411**

Attachments: Budget Summary

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

Attachments: Budget Summary

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

Attachments: Budget Summary

Sheriff

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

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

County Executive Office

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

Attachments: Fiscal Year 2025-26 Mid-Year Fiscal Review Letter
Exhibit A-Fiscal Year 2026-27 Fiscal Strategy and Budget Policies
Exhibit B-Fiscal Year 2025-26 Mid-Year Budget Amendments

Planning, Building and Environmental Services (PBES)

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

Attachments: General Plan Implementation Table
Housing Element Implementation Table
Summary Page
Table B

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

Attachments: Flyer

10. CLOSED SESSION

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

11. ADJOURNMENT

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

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, MARCH 20, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-59

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)

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-262

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Proclamation recognizing April 2026 as "Arts in April Month" in Napa County.

RECOMMENDATION

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

Arts in April – 2026

WHEREAS, each April, Napa County joins together in a shared celebration of creativity, expression, and cultural heritage through **Arts in April Napa Valley**, a countywide recognition of the arts as a vital thread in the fabric of our community; and

WHEREAS, for more than 15 years, Arts Council Napa Valley, alongside dozens of arts and cultural organizations, hundreds of artists, businesses, and community members, has cultivated this celebration as both an invitation and a call to honor the power of the arts in our daily lives; and

WHEREAS, the people of Napa County—hundreds of residents from each city and town, came together to shape the County's Community Cultural Plan, adopted in 2008, affirming a collective vision rooted in the belief that:

- *Self-expression is everyone's birthright;*
- *The arts serve as a common language;*
- *The arts are critical to a healthy economy;*
- *The arts allow us access to our past, to ourselves, and to each other;* and
- *The arts give us a sense of place and of home;* and

WHEREAS, the arts transcend boundaries and bring us together, telling our stories, preserving our history, inspiring innovation, and fostering belonging in ways both profound and enduring; and

WHEREAS, in times of both celebration and challenge, the arts remind us of who we are, connect us to one another, and illuminate the path forward.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 24th day of March 2026, does hereby recognize April 2026 as **"Arts in April" Month** in Napa County, and calls upon all residents and visitors to embrace the spirit of creativity, support local artists and cultural organizations, and celebrate the arts as an essential expression of our shared humanity.

Amber Manfree, Chair

Liz Alesso, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-319

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for Public Health Week April 6-12, 2026

RECOMMENDATION

Presentation of a Proclamation recognizing April 6-12, 2026 as “Public Health Week” in Napa County. (No Fiscal Impact)

National Public Health Week – April 6-12, 2026

WHEREAS, the theme for **National Public Health Week** 2026 is "Ready. Set. Action!", recognizing that good health does not happen by chance but through collective effort and commitment; and

WHEREAS, for more than 150 years, public health efforts have significantly improved life expectancy and quality of life in the United States; and

WHEREAS, public health systems work every day to protect community well-being through efforts such as ensuring clean water and safe food, preventing disease, advancing science, and coordinating emergency preparedness and response; and

WHEREAS, public health professionals help communities prevent, prepare for, respond to, and recover from a wide range of health threats, including disease outbreaks, natural disasters such as wildfires, floods, and severe storms, and other public health emergencies; and

WHEREAS, public health success depends on collaboration across sectors, including partnerships with County administrators, transportation agencies, educators, community organizations, and private businesses that all influence the conditions that shape health outcomes.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 24th day of March 2026, does hereby recognize the week of April 6 through April 12, 2026, as **National Public Health Week** in Napa County. We encourage all residents to acknowledge the importance of public health and join in efforts to create healthier, safer, and stronger communities for all.

Amber Manfree, Chair

Liz Alesso, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-614

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: County-Wide Audit of Procurement Card (P-Card) Program

RECOMMENDATION

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

BACKGROUND

On August 13, 2013, the Board of Supervisors approved and authorized an addendum to the State of California's Purchase Card Program Master Services Agreement (DGS MSA 5-06-99-01) with US Bank National Association to implement a Procurement Card (P-Card) Program for Napa County. In doing so, the Board of Supervisors also authorized a P-Card "Pilot" Program to ensure the County's P-Card Procedures could be developed with strong internal controls prior to a county-wide implementation.

On February 10, 2015, the Board of Supervisors adopted Board Resolution No. 2015-13, authorizing the P-Card Program. The Purchasing Agent is the Chief Executive Officer, who has designated the Purchasing Manager as the Program Coordinator. The Program Coordinator is responsible for overall administration of the P-Card Program. The Auditor-Controller is responsible for monitoring and auditing all activity of the P-Card Program to ensure no violations of the County's P-Card Procedures exist.

The P-Card Program is intended to facilitate the acquisition of goods and travel-related services necessary for accomplishing the County's goals and objectives of automation and streamlining processes. The P-Card itself is issued to individual employees, who have been designated by the County and may only use it for the type of purchases authorized by the Board of Supervisors. Several unique controls have been developed for the P-Card Program to ensure that P-Cards can be used only for specific categories of purchases (i.e., MCC) and within specific dollar limits. Through US Bank, there are enhanced controls and data reporting tools available that enable the County to streamline the traditional paper and labor-intensive procurement process. The P-Card

Program allows the County to efficiently purchase authorized items directly without the necessity of preparing individual purchase requisitions and processing individual receiving reports for each transaction.

Requested Action: Accept and file the report.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

County-Wide Audit
Procurement Card (P-Card) Program

For the period
July 1, 2025 to December 31, 2025

Tracy A. Schulze
Auditor-Controller
Internal Audit Section
March 10, 2026

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Internal Audit Team

Christine Hernandez – Deputy Auditor-Controller
Nick Kittredge – Internal Audit & Grant Compliance Auditor
Omar Lopez – Internal Audit

A Tradition of Stewardship
A Commitment to Service

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Tracy A. Schulze
Auditor-Controller

March 10, 2026

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 county-wide review of Napa County's Procurement Card (P-Card) Program (the P-Card Program or Program) for the period July 1, 2025 – December 31, 2025.

Internal Audit performed this review using professional auditing practices appropriate for the public sector. Our work is guided by widely recognized principles of integrity, objectivity, competence, due professional care, and confidentiality to promote quality, independence, and reliability of results.

The primary objectives of this engagement were to review Napa County's Procurement Card usage for compliance with the County's Purchasing Policy, as approved by the Board of Supervisors in 2024, and to evaluate the administration of the Program for adequate internal controls. Based on Internal Audit's review, we believe that P-Card usage does comply with the County's P-Card procedures.

This report is a matter of public record and is intended solely for the information and use of Napa County's Board of Supervisors, Chief Executive Officer, Purchasing Manager, and individual cardholders. I want to thank the Purchasing Manager and cardholders for their assistance and professionalism in conducting this engagement.

Sincerely,

Christine Hernandez
Deputy Auditor-Controller

Background and Authority

CAL-Card is the registered name of the State of California's P-Card Program. CAL-Card is a VISA purchase card provided by a State of California leveraged procurement agreement (LPA) and offered to participating state and local government agencies. CAL-Card provides a flexible payment mechanism for the acquisition of goods and services with flexible spending limits and merchant category codes (MCC) for each card. Cards are issued in the name of the cardholder and billed to the agency.

On February 10, 2015, the Board of Supervisors adopted Resolution No. 2015-13, formally authorizing the P-Card Program. Under this resolution, the County's Purchasing Agent, the Chief Executive Officer, designated the Purchasing Manager to serve as the Program Coordinator. The Program Coordinator is responsible for the overall administration of the P-Card Program. The Auditor-Controller is tasked with monitoring and auditing all P-Card activity to ensure compliance with applicable State and County Purchase Card policies and to detect any potential violations.

The P-Card Program is intended to facilitate the acquisition of goods and travel-related services necessary to support the County's goals of increased automation and streamlined processes. P-Cards are issued to individual employees designated by the County and may only be used for purchases authorized by the Board of Supervisors. The Program incorporates multiple layers of control to ensure that P-Cards are used solely for approved categories of purchases - defined through Merchant Category Codes (MCCs) - and within established dollar limits. Through its relationship with U.S. Bank, the County benefits from enhanced controls and data reporting tools that further streamline the traditionally paper and labor-intensive procurement process. By eliminating the need for individual purchase requisitions and receiving reports for each transaction, the P-Card Program enables the efficient and direct purchase of authorized items.

P-Card procedures do not supersede County policies. It is the responsibility of both cardholders and approving managers to provide sufficient documentation to demonstrate compliance with County purchasing policies and procedures. The Auditor-Controller retains the authority to review any transaction and to request additional documentation necessary to confirm compliance with the P-Card Program and applicable policies.

Objectives and Scope

The primary objectives of this engagement were to assess P-Card usage for compliance with applicable State and County purchasing policies and P-Card procedures, and to evaluate the adequacy of internal controls over program administration. The scope of the review encompassed transactions and related documentation for the period July 1, 2025, through December 31, 2025.

Procedures

To achieve the audit objectives, our procedures included, but were not limited to, the following:

- Engaged with cardholders, accounting staff, and the Purchasing Manager to evaluate the administration of the P-Card Program.

- Reviewed the County's Purchasing Policy, P-Card procedures, and County Travel Policy

- Conducted a walk-through of P-Card transactions to identify any changes in key controls.

- Examined P-Cardholder profiles within the U.S. Bank system to verify that spending limits and merchant category codes (MCCs) were properly supported and authorized.

- Confirmed that P-Cards were appropriately terminated or placed on hold, as applicable.

- Reviewed declined P-Card transactions to ensure system controls were functioning as intended.

- Tested a sample of P-Card expenditures for compliance with the County's Purchasing Policy, P-Card procedures, and County Travel Policy.

- Compared sampled transactions to employee expense claims to identify potential duplicate payments.

Results & Recommendations

As of December 31, 2025, there were 23 active P-Cards issued to County employees, three of which were assigned to the Sheriff's Office.

During the review period, Napa County departments made a total of $354,951 in purchases through the Program. An accounting of expenditures by category and department is provided in **Exhibits A** and **B**, respectively.

For cardholders with more than 25 declined transactions during the review period, Internal Audit requested confirmation as to whether the attempts were made by the cardholder with a vendor whose MCC had not been assigned, or whether they were attempted by an external party. If recurring declines involved a legitimate vendor, the cardholder was requested to contact the vendor to resolve the issue.

We reviewed all transactions and selected at least one per cardholder to evaluate supporting documentation, confirm compliance with current policies and procedures, and assess whether internal controls were operating as intended. In some instances, documentation provided was insufficient to demonstrate compliance. In such cases, Internal Audit requested additional clarification from the cardholder.

We also confirmed that biennial training for all cardholders, as required by U.S. Bank, was conducted in May 2025 by the Program Administrator. In addition, the Program Administrator provided maintenance forms for all changes to existing accounts and for requests to add new

cardholders.

During our review, we noted multiple attempted and declined charges to a former employee's Procurement Card. The card was appropriately terminated upon the employee's departure; however, based on the attempted transactions, it appears the card remained associated with one or more department subscription accounts configured for automatic renewal.

Although no unauthorized payments were identified, automated recurring charges present elevated risk because they reduce the effectiveness of approval controls, increase the likelihood of overlooked subscriptions, and can result in repeated declined transactions or purchasing disruptions when accounts are closed or replaced.

To help mitigate these risks, Internal Audit recommends a formalized, time-bound review when a P-Card is closed. As part of this continued monitoring, the department head or program supervisor should review whether any recurring charges remain tied to the terminated card and either update the payment information through an authorized cardholder or discontinue the service, as appropriate. This review would help prevent service disruptions and reduce the risk of repeated declined transactions. Internal Audit also recommends reinforcing guidance on monitoring and oversight of recurring charges during (P-Card) training, including both the initial cardholder setup process and required ongoing training, with this guidance coordinated by the program coordinator.

Conclusion

Based on the results of this review, P-Card usage was found to be in compliance with the County's Purchasing Policy for Procurement Cards. Exceptions noted during testing were promptly addressed and remedied by the respective cardholders upon request from Internal Audit

Exhibit A

P-Card Expenditures by Category
July 1, 2025 – December 31, 2025

Merchant Category		Total Spend	Percentage
Hotels [1]	$	132,768	37%
Business Expense [2]	$	98,883	28%
Airline [3]	$	36,167	10%
Office Services [4]	$	31,162	9%
Wholesale Trade [5]	$	29,738	8%
Food & Drink [6]	$	17,558	5%
Other [7-10]	$	8,676	2%
Total	$	354,951	100%

Categories less than 1% not included

Source: US Bank

Definitions of Merchant Categories Assigned by US Bank (not all apply):

[1] Hotels for Conferences and Trainings

[2] Memberships, Charitable and Social Services, Education and Trade School Expenses

[3] Flights to Attend Conferences and Trainings

[4] Stationery Stores/Supplies, Computer Software Stores

[5] Discount Stores (Wal-Mart, Costco), Wholesale Books and Magazines

[6] Restaurants & Food Services

[7] Artists Supply and Crafts, DropBox Services, Theaters, Domain Hosting

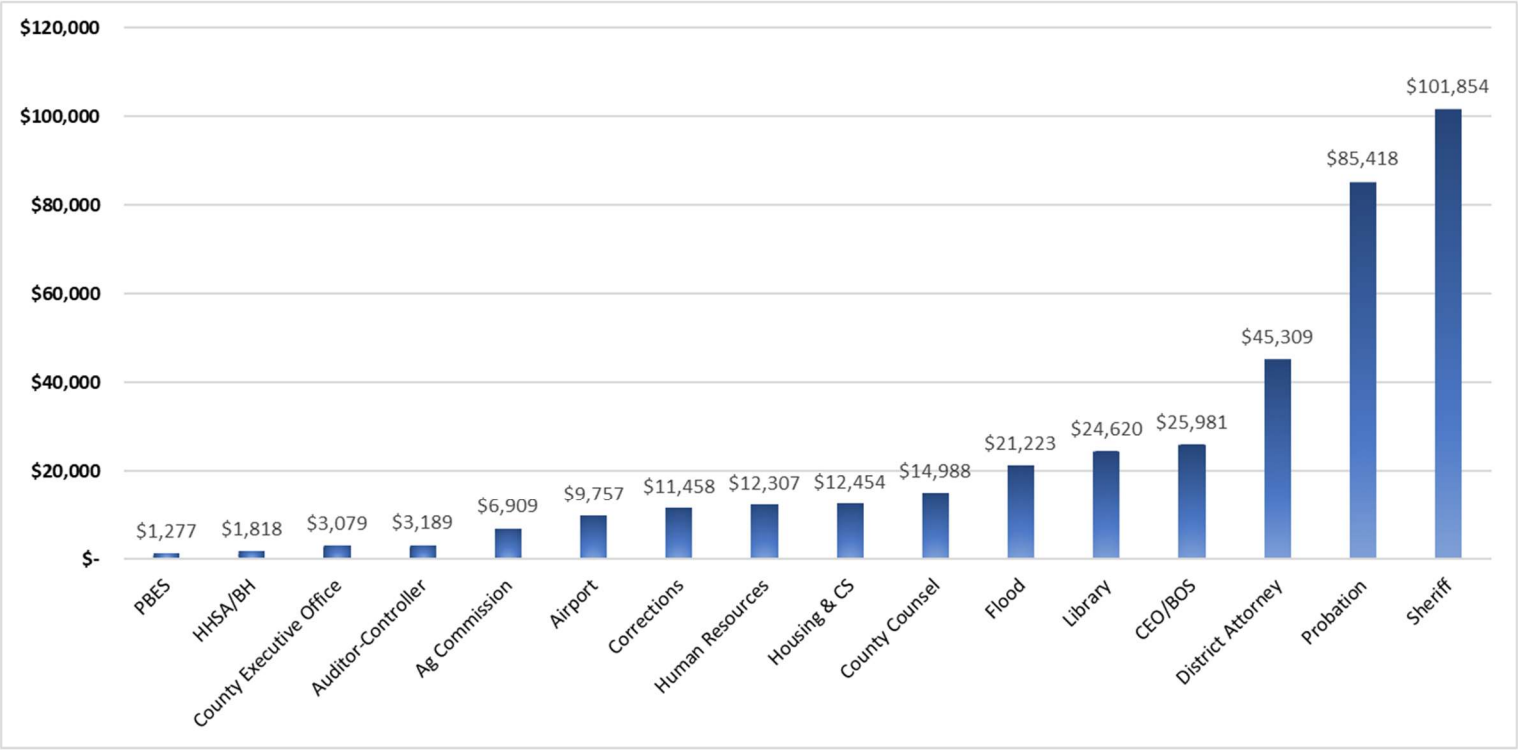
[8] Conferences and Training

[9] Trains and Ground Transportation

[10] Tolls and Bridge Fees

Exhibit B

P-Card Expenditures by Department
July 1, 2025 – December 31, 2025



Source: Tyler Munis P-Card Disbursement Report

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-91

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the March 10, 2026 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, March 10, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

Final-Supplemental

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Agricultural Commissioner/Sealer of Weights & Measures Tracy Cleveland led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-58**

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

A. Presentation of a Proclamation recognizing March 2026 as "National Agricultural Month" in Napa County. (No Fiscal Impact) **26-314**

Supervisor Anne Cottrell presented the proclamation.

Agricultural Commissioner/Sealer of Weights & Measures Tracy Cleveland received the proclamation and made presentation.

UC Cooperative Extension Staff Services Analyst Suzanne Raudaskoski made presentation.

4-H Youth Member Lenore Steltzner made presentation.

Napa Valley Vintners Vice President of Industry Relations Rex Stults made presentation.

B. Presentation of a Proclamation recognizing March 2026 as "National Women's History Month" in Napa County. (No Fiscal Impact) **26-362**

The Board of Supervisors presented the proclamation.

League of Women Voters of Napa County Co-President Yolanda Schonbrun received the proclamation and made presentation.

5. CONSENT CALENDAR

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

Auditor-Controller

A. Accept and file the quarterly report for the Napa County Housing Authority (Authority) for the quarter ended December 31, 2025. (No Fiscal Impact) **26-282**

B. Accept and instruct the Clerk of the Board to file the review of the Amazon Capital Services e-Commerce Procurement Program for the Period of July 1, 2025 - December 31, 2025. (Fiscal Impact: None, Discretionary) **26-350**

Clerk of the Board

C. Approval of minutes from the February 10, 2026 regular meeting. (No Fiscal Impact) **26-90**

D. Approve the annual Proclamation list for 2026. (No Fiscal Impact) **26-382**

E. Appoint Josh Schultz to represent County Office of Education or School District, and reappoint Kerry Ahearn, for a third term, to represent a Non-Profit, Community Based Organization Providing Services to At-Risk Minors on the Napa County Juvenile Justice Coordinating Council with term of office to commence immediately and expire on December 31, 2029. (No Fiscal Impact) **26-251**

F. Appoint Jay Kouba to represent the First Floating Alternate Director on the Napa County Flood Control and Water Conservation District with a term of office to commence immediately. The First Floating Alternate Director serves in the absence of the Board of Supervisors. (No Fiscal Impact) **26-317**

G. Reappoint Leslie Lew, for a second term, and Charles Burton, for a third term, to represent Public At Large with the terms of office to commence immediately and expire February 1, 2029; and appoint Molly Moran Williams to represent Planning Commission with term of office to commence immediately and expire on December 31, 2026 to the Napa County Wildlife Conservation Commission. (No Fiscal Impact) **26-377**

H. Appoint Dr. David L. Kerns and reappoint Charles Burton, for a sixth term, to represent Public Member on the Emergency Medical Care Committee with terms of office commence immediately and expire on January 31, 2029. (No Fiscal Impact) **26-388**

Corrections

I. Approve and authorize Agreement No. 260236B with Brightview Landscape, Inc., to provide landscape maintenance and on-call services at the Napa County Detention and Rehabilitation Center. (Fiscal Impact: $53,300 Expense; General Fund; Budgeted; Discretionary) **26-278**

Enactment No: **A-260236B**

County Counsel

J. Approve and authorize Amendment No. 4 to Agreement No. 170438B with Goldfarb & Lipman LLP to adjust the rates in their continued representation of the County in several matters. (No Fiscal Impact) [4/5 vote required] **26-369**

Enactment No: **A-170438B Amend. 4**

K. Approve and authorize Amendment No. 1 to Agreement No. 260251B with Thomson Reuters to add Analytical Plus National Secondary Sources to software subscription for an increase in the maximum amount of $1,508 for the fiscal year of 2025-2026, and $4,524 for the fiscal year of 2026-2027. (Fiscal Impact: $1,508 Expense, General Fund; Budgeted; Discretionary) **26-383**

Enactment No: **A-260251B Amend. 1**

County Executive Office **26-325**

L. Approve and authorize allocation of Board of Supervisors' District 1 community grant funds to Rock the Ride's Benefit Ride & Walk for Gun Violence Prevention, Napa Pride 2026, and Viva Mariachi to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary)

County Fire Department **26-361**

M. Approve and authorize Agreement No. 260309B with the California Department of Veteran's Affairs - Yountville Veteran's Home, for the term through June 30, 2026, for fire protection services. (Fiscal Impact: $2,154,493 Revenue; Fire Fund; Budgeted; Discretionary)

Enactment No: **A-260309B**

Housing & Community Services **26-308**

N. Approve and adopt the updated underwriting guidelines for the Napa County Affordable Accessory Dwelling Unit Forgivable Loan Program. (No Fiscal Impact)

Human Resources – Division of CEO's Office **26-324**

O. Adopt a Resolution amending the Departmental Allocation List for the Health & Human Services Agency. (Fiscal Impact: $3,200 Expense; Health and Human Services Fund; Budgeted; Discretionary)

Enactment No: **R-2026-15** **26-354**

P. Adopt a Resolution amending the Departmental Allocation List for the County Executive Office. (Fiscal Impact: $8,500 Expense; General Fund; Budgeted; Discretionary)

Enactment No: **R-2026-16**

Information Technology Services – Division of CEO's Office **26-257**

Q. Declare certain items of capital asset property as surplus and no longer required for public use; authorize removal of capital assets from the Information Technology Services' capital asset inventory; and authorize e-waste disposal. (No Fiscal Impact)

R. Adopt a Resolution approving revisions to the All-County, Assessor, Clerk of the Board, County Counsel, Public Defender, Public Works - Surveyor, Sheriff retention schedules in Section 40 of the County Policy Manual effective August 20, 2024, and the introduction of a new retention schedule for Public Works - Engineering. (No Fiscal Impact) [4/5 vote required] **26-303**

Enactment No: R-2026-17

Napa Berryessa Resort Improvement District

S. Acceptance of certified election results dated February 17, 2026 for Measure A NBRID Parcel Tax Election. (No Fiscal Impact) **26-368**

Public Works

T. Approve a Budget Amendment for the Buhman Avenue Bridge Project, RDS 20-25 to fund the final year of plant maintenance and weed control. (Fiscal Impact $40,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-256**

U. Approve creation of Project 26031 for the "Imola Paving Project", RDS 26-26; and approve a Budget Amendment. (Fiscal Impact: $350,000; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-274**

V. Approve creation of Project 26032 for the "Redwood Road Paving Project", RDS 27-02; and approve a Budget Amendment. (Fiscal Impact: $90,000; Local Transportation Tax Measure T/U Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-277**

W. Approve Plans and Specifications for the "Devlin Road Paving", RDS 25-50 project; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-285**

X. Approve and authorize expenditure of remaining Measure A fund balance for Projects within the Unincorporated Areas of Napa County; and approve a Budget Amendment. (Fiscal Impact: $1,241,767 Expense; Measure A Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-286**

Y. Authorize the Director of Public Works to execute Contract Change Order No. 3, to Agreement No. 260144B with Granite Rock Company, to increase the maximum compensation from $431,020 to $529,972; for the Rossi Bridge Phase 1, RDS 25-25 Project and Approve the Plans and Specifications for the "Rossi Bridge Phase 2 Project, RDS 25-25B" Project and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (Fiscal Impact: $43,126 Expense; Project 25034; Budgeted; Discretionary)
[4/5 vote required] **26-296**

Z. Approve a Budget Amendment for the "Chiles Pope Valley Road MPM 3.63" Project 23006, RDS 22-27 (Fiscal Impact: $35,000; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)
[4/5 vote required] **26-307**

AA. Adopt a Resolution adopting a Mitigated Negative Declaration, approving the Plans and Specifications, and authorizing to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project, RDS 22-26. (No Fiscal Impact; Discretionary).
[4/5 vote required] **26-311**

Item removed from agenda.

AB. Approve the creation of "Redwood Rd MPM 5.41, RDS 26-22" (Project 26023), "Mt. Veeder Rd MPM 4.3, RDS 26-24" (Project 26024), "Diamond Mountain Rd Slide Repair, RDS 26-29" (Project 26026), "White Sulphur Spring Rd Slide Repair, RDS 26-37" (Project 26027), and "550 Wall Rd Landslide Repair, RDS 26-38" (Project 26028); Approve and authorize Agreement No. 260285B for a contract maximum of $224,594, Agreement No. 260286B for a contract maximum of $376,986, Agreement 260303B for a contract maximum of $19,507, Agreement No. 260300B for a contract maximum of $366,922, and Agreement No. 260302B for a contract maximum of $319,389 with ADKO Engineering Inc. for the five projects; and approve a Budget Amendment. (Fiscal Impact: $1,707,891 Expense; Roads Operations Budget; Not Budgeted; Discretionary)
[4/5 vote required] **26-323**

Enactment No: A-260385B; A-260286B; A-260300B; A-260302B; A-260303B

AC. Approve and authorize Amendment No. 1 to Agreement No. 250396B with Nichols Consulting Engineers, CHTD, increasing the contract maximum from $486,000 to $557,350 for additional CCTV, storm drain cleaning, and support services; as well as approve and authorize Amendment No. 1 to Agreement No. 250397B (City Agreement No. 2025-109) with the City of Napa, increasing the City's maximum reimbursement to the County from $161,062 to $229,111 to add CCTV and storm drain cleaning efforts to the design budget and to utilize the County's consultant, Miller Pacific Engineering Group, for construction inspection and testing services for the Pueblo Pocket Rehabilitation Project 25010. ($71,350 Expense; Budgeted; Roads Capital Improvement Project; Discretionary) **26-331**

Enactment No: A-250396B Amend. 1; A-250397B Amend. 1

AD. Approve and authorize Amendment No. 1 to Agreement No. 260170B with YEI Engineers increasing the contract maximum from $506,405 to $785,427 to provide additional engineering services and construction support for the "Napa Library HVAC Replacement Project," PW 25-42. (Fiscal Impact: $279,022 Expense; Napa Library Fund; Budgeted; Discretionary) **26-335**

Enactment No: A-260170B Amend. 1

Treasurer-Tax Collector

AE. Adopt a Resolution to renew delegation of investment/reinvestment authority to the Treasurer-Tax Collector for an additional one-year period beginning April 1, 2026 and approve the Napa County Investment Policy. (No Fiscal Impact; Discretionary) **26-316**

Correction memorandum provided.

Enactment No: R-2026-18

6. PUBLIC COMMENT

None

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Vice-Chair Liz Alessio reported on her attendance at the National Association of Counties (NACo) Legislative Conference in Washington DC and thanked Legislative and Policy Analyst Andrew Mize for his organizational and planning work as well as Supervisors Anne Cottrell and Belia Ramos for their continued showcase of leadership and Director Steve Lederer for his expertise. Vice-Chair Alessio mentioned that California State Association of Counties (CSAC) invited her to be the Vice-Chair of the Childcare Committee. Next, she reported on her attendance at an event to discuss Congressman Mike Thompson's American Affordability Act. She thanked Board Aide Leah Doyle-Stevens, and Fire Administrator J.R. Rogers for putting together the annual Napa County Fire Appreciation Dinner. Lastly, Vice-Chair Alessio provided comments on the Queen of the Valley Medical Center potential sale negotiations.

Supervisor Anne Cottrell reported on her experience at NACo Legislative Conference. During her time there she chaired a Resilient Counties Innovation Council meeting where they discussed emergency response, community recovery, and flood resilience. Next, she mentions that Supervisor Joelle Gallagher, the Napa Valley Vintners, Director of Housing and Community Services Jennifer Palmer, and Legislative and Policy Analyst Andrew Mize, joined her for a day of State advocacy to support a farmworker housing bill. Next, Supervisor Cottrell thanked Caltrans for their work on the current roadwork taking place within District 3.

Director Belia Ramos reported on her attendance at NACo Legislative Conference and being a representative of the Justice and Public Safety Committee where they received an update on the Department of Homeland Security. She encouraged the public to get involved in the General Plan through input in the Baseline Data Report (BDR). There will be a town hall meeting on March 19, 2026 from 10:30am-12:30pm at Schmidt Hall in Yountville and online on March 23, 2026 from 4:30pm-6:00pm via Zoom (Registration required). Supervisor Ramos mentioned her attendance at the CSAC Challenge Awards. Next, the American Canyon Chamber hosted an annual city luncheon where they allowed Supervisor Ramos to present a "state of the County" update. She then encouraged the Board to familiarize themselves with the updates from CSAC regarding HR1 and its impact to California. Next, Supervisor Ramos reported on her attendance and participation at the Napa Valley Transportation Authority (NVTA) meeting where she sat as the alternate representative to Supervisor Liz Alessio and stated that American Canyon has abandoned the roundabout model on Highway 29 and have decided to go with the synchronization of signals method. Next, Supervisor Ramos reported on touring the NorthBay Health Primary and Urgent Care facility in American Canyon. Lastly, Supervisor Ramos thanked everyone who was involved in the success of the annual Napa County Fire Appreciation Dinner. She then made a referral to the Chief Executive Officer to reorganize budget amendments on the meeting agenda as well as the creation of a workshop to discuss Capital Improvements.

Supervisor Joelle Gallagher thanked everyone involved for the annual Napa County Fire Appreciation Dinner. She also expressed her enjoyment with the Napa Valley Vintners group during their State Advocacy work. Next, she congratulated the Health and Human Services Agency on their acknowledgement by Governor Gavin Newsome receiving the Cares Champion award for CARE Court. Lastly, Supervisor Gallagher requested staff work with sponsors to provide a presentation on the Napa County Wildfire Preparedness, Watershed Protection, and Open Space Preservation Act.

Chair Amber Manfree announced that Napa County is hiring Vote Center Workers for the June and September Statewide Elections. She is looking forward to the Napa Climate Now Summit on March 26, 2026 at Napa Valley College Performing Arts Center. Also, Chair Manfree attended the Community Wildfire Protection Plan meeting in Circle Oaks and thanked Capell valley for hosting both the referenced meeting and another in Silverado. Next, there is an upcoming community event on March 20, 2026 at the Copia with a speech on Urban ecology from Dr. Christopher J. Schell. Supervisor Manfree noted her attendance at Civic Well from March 12-14 and will provide a report to the Board thereafter. Lastly, Chair Manfree suggested attendance at the Recycling Awards on March 19, 2026.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

9. ADMINISTRATIVE ITEMS

Clerk of the Board

A. Appoint seven (7) of the following applicants to serve on the Napa County Airport Advisory Commission whose terms of office to commence immediately. (No Fiscal Impact) **26-287**

Robert DeYoung
Geoffrey Gorsuch
Kristen Gregory
Debby Hight
Jason Johnson
Choolwe Kalulu
Lee Nordlund
Christian Palmaz
Richard Rybicki
Peggy Squires
Stephen Waller

Item removed from agenda.

Health and Human Services Agency

B. Receive a report on the Napa County Community Health Improvement Plan for the Fiscal Year 2024/2025. (No Fiscal Impact) **26-184**

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

Health and Human Services Agency Public Health Manager Jennifer Henn, Ph.D. made presentation.

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

Community Resources for Children Associate Director Eva Simonsson made presentation.

Providence Queen of the Valley Medical Center Substance Abuse Navigator Suzanne Scully made presentation.

Discussion held.

Planning, Building and Environmental Services (PBES)

C. Adopt a Resolution sunsetting the Winery Code Compliance Program effective April 30, 2026. (No Fiscal Impact) **26-295**

Planning, Building, and Environmental Services Planning Manager Michael Parker made presentation.

Discussion held.

The Board also provided direction to staff to communicate the sunsetting of the program to use permit holders.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Gallagher, Cottrell, Alessio, Ramos, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: R-2026-19

Public Works

D. Receive a presentation regarding anticipated future roads maintenance projects, including the possibility of bonding against future Measure U (formerly Measure T) revenues. (No Fiscal Impact) **26-222**

Director of Public Works Steve Lederer made presentation.

Napa Valley Transportation Authority Director of Administration, Finance and Policy Antonio Onorato made presentation.

Napa Valley Transportation Authority Associate Program Planner - Analyst Addrell Coleman made presentation.

Discussion held.

10. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. Open and move to continue the public hearing for Arrow and Branch Winery (Steven Contursi) appeal, filed by Appellant Water Audit California (WAC or Appellant), concerning the Napa County Planning Commission's decision on December 3, 2025, to adopt the Initial Study/Mitigated Negative Declaration; and approve the Winery Use Permit Major Modification No. P23-00057-MOD submitted by Steven Contursi (Applicant or Arrow and Branch). (No Fiscal Impact.) **26-197**

(APPELLANT, APPLICANT, AND STAFF REQUEST A CONTINUANCE TO JUNE 2, 2026, AT 9:00 AM.)

Chair Amber Manfree opened the public hearing.

Motion Text:	**Approve the continuance to June 2, 2026 at 9:00 a.m.**
Voting Yes:	**Alessio, Ramos, Cottrell, Gallagher, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

11. CLOSED SESSION

A. SUPPLEMENTAL ITEM **26-418**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2); (1 matter).

Closed session held. No reportable action.

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MARCH 24, 2026 AT 9:00 A.M. IN MEMORY OF DEPUTY COUNTY EXECUTIVE OFFICER HELEN FRANCHI.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-840

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Jason M. Dooley, Chief Deputy County Counsel

SUBJECT: Participation in the Remnant Defendants' Settlement Agreement with six regional distributors/dispenser defendants.

RECOMMENDATION

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

BACKGROUND

In May 2018, the Board authorized a consortium of outside counsel involved in the nationwide opioid litigation to file a federal complaint on behalf of the County against 14 manufacturers, distributors, and retailers of opioid drugs. In June 2018, the County joined with numerous other public entities across the state and nation in filing a federal complaint against opioid drug manufacturers, distributors, and retailers. In July 2021, the County entered into a set of settlement agreements with the opioid manufacturer Janssen Pharmaceuticals and its parent company, Johnson & Johnson and the three largest pharmaceutical distributors of opioids, entitling it to a share of statewide settlement funds. In March 2023, the County entered into similar settlement agreements with two pharmaceutical manufacturers, Teva and Allergan, and three pharmacies, CVS, Walgreens, and Walmart. In August 2024, the County entered into a settlement agreement with Kroger. In August 2025, the Board authorized participation in three additional settlements: (1) Sandoz Inc.; (2) Purdue Pharma L.P. & Sackler Family; and (3) Other Small Generic Pharmaceutical Opioid Manufacturers

On March 10, 2026, outside counsel provided notice of a new settlement, called the Remnant Defendants' Settlement Agreement, which resolves disputes with six opioid distributors or dispensers: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies); (2) J M Smith Corporation; (3) Louisiana Wholesale

Drug Company, Inc.; (4) Morris and Dickson Co.; (5) North Carolina Mutual Wholesale Drug Company, Inc.; and (6) United Natural Foods, Inc. (including its subsidiaries SuperValu and advantage Logistics). The County did not specifically name these defendants in its lawsuit, but the Settlement will provide compensation to any participating entities or parties, even without having filed against the parties. Additionally, the Agreement provides that if sufficient entity plaintiffs do not opt into the Settlement and the associated release, the Agreement will not become effective. The exact amount of any settlement payment is unknown and is based on the participation rate of other entity parties. A rough estimate of the potential value of this particular settlement to Napa County is $300,000 which will be paid over several years. In FY24-25, the County received approximately $1.8 million in settlement payments. The total amounts are not consistent year-to-year and it has averaged out to approximately $900,000 annually. Approval of this settlement agreement will add to that amount.

The community can only benefit from receiving additional funding to help abate the ongoing opioid abuse epidemic. Given the circumstances for each of these settlements, it is unlikely the County would have an independent basis to recover damages through continued litigation, especially against those defendants not named in the County's complaint.

Requested Action: Approve participation in the Remnant Defendants' Settlement Agreement and authorize the Chief Executive Officer to execute any documents required to opt in to the settlement agreement.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Not applicable
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Participating in the settlement will provide funding for opioid abuse abatement services.
Is the general fund affected?	No
Future fiscal impact:	The exact settlement payments from this Agreement cannot be calculated until all participating jurisdictions are identified. At this time, the County receives approximately $900,000 annually in opioid settlement payments. Any future appropriations will be presented to the Board for its consideration.
Consequences if not approved:	The funding will not be available.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-375

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Thomas C. Zeleny, Chief Deputy County Counsel

SUBJECT: Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

RECOMMENDATION

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

BACKGROUND

CalFire conducted aerial surveys of Napa and Lake Counties in December of 2021 and January of 2022. The surveys revealed widespread conifer mortality due to the ongoing drought, and additional tree mortality exacerbated by populations of bark beetles, as fire and drought-stressed conifers provide ideal host material for a bark beetle population to establish and grow. On July 12, 2022, the Board of Supervisors heard a presentation on local tree mortality from experts in both entomology and tree mortality, and directed staff to return with a proposed resolution declaring a state of local emergency due to pervasive tree mortality in Napa County.

On September 13, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. Pervasive tree mortality in Napa County continues to present a substantial risk of dead and dying trees fueling high intensity wildfires imperiling persons, structures, crops and wildlife, destroying watersheds with incredible ecological diversity, and releasing huge quantities of greenhouse gases to the atmosphere. If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to pervasive tree mortality in Napa County and extend the emergency powers of County officials as set forth in Resolution No. 2022-132.

On September 5, 2023, Napa County sent a letter to Congressman Thompson seeking federal support to manage the Mediterranean Oak Borer, one of the invasive species attacking native trees in Napa Valley. Napa County is seeking funding to understand the biology of this beetle, determine its spread, identify an effective means of management, and for removal and disposal of infected trees on public and private property.

During the State of Local Emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinance and resolution of Napa County. Continuing the State of Local Emergency also maintains the County's eligibility to receive mutual aid and other resources from the State or other agencies.

Requested Action: Adopt the Resolution.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To seek and be eligible for state and federal assistance to address the emergency.
Is the general fund affected?	No
Future fiscal impact:	Staff cost of placing this item on the Board agenda every 60 days for renewal until termination.
Consequences if not approved:	Pervasive tree mortality in Napa County could constitute a significant threat to the economic and environmental health and safety of persons and property due to increased risk of high intensity wildfire, diminished air quality, and overall quality of life for residents in Napa County.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF LOCAL EMERGENCY DUE TO PERVASIVE TREE MORTALITY

WHEREAS, Government Code section 8630 authorizes local governing bodies to proclaim local emergencies when such events occur as are described in California Government Code section 8558(c)(1); and

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

WHEREAS, on September 13, 2022, the Board of Supervisors proclaimed a state of local emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132; and

WHEREAS, pervasive tree mortality persists in Napa County, presenting conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment and facilities of Napa County, as defined in Government Code section 8558(c)(1);

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

BE IT FURTHER RESOLVED, that the measures previously taken by the Board of Supervisors in Resolution No. 2022-132 shall continue to have full force and effect.

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 24th day of March, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: February 24, 2026 FV 13112773	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-613

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Victoria Knoblock - BOS Staff Aide

SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

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

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The purpose of this allocation is to support five nonprofit's mission.

The first is Mentis, a 501(c)3 nonprofit community-based mental wellness organization addressing the many dimensions of Mental Health from prevention to treatment. The amount of $1,000 of Board of Supervisors' District 2 community grant will be used to help fund early intervention programs, outpatient services and residential services as well as therapeutic support groups and community education.

The second is the Hispanic Chamber of Commerce Latino Leadership Development Program Scholarship which empowers and equips emerging Latino leaders with the skills necessary to take active roles in government, non-profit, and for-profit boards and commissions. The amount of $1,000 of Board of Supervisors' District 2 community grant will be donated to fund two Scholarships for two individuals to attend the program.

The third is Boys & Girls Club of Napa Valley, a 501(c)3 nonprofit organization, that offers the youth of Napa after school programs and summer camps throughout the year at various school campuses and the clubhouse on Pueblo Avenue in Napa. The amount of $1,000 of Board of Supervisors' District 2 community grant will be

used to fund these programs.

The fourth is Cope Family Center which empowers Napa families with free parenting classes, resources and crisis support. The amount of a $1,000 Board of Supervisors' District 2 community grant will be donated to help children thrive through community care.

The fifth and final recipient is Puertas Abiertas Community Resource Center, a 501(c)3 nonprofit organization, that offers health and social services to our Latino families which includes community engagement, legal navigation and immigration resources. The amount of $1,000 of Board of Supervisors' District 2 community grant will be used to fund these programs.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-826

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Holly Dawson - Deputy CEO-Chief Communications Officer

SUBJECT: Amendment No. 5 to Agreement No. 170662B with Civic Plus, LLC adding the DocAccess document accessibility platform to the existing agreement .

RECOMMENDATION

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

BACKGROUND

The County initially approved Agreement 170662B with Civic Plus, LLC in 2016 for website content management system solutions and has amended the agreement four times to extend and enhance services.

Amendment No. 5 proposes implementation of the DocAccess document accessibility platform. DocAccess is a software solution that scans, converts, and monitors PDF documents posted on County websites, allowing users to automatically convert documents into accessible formats such as HTML that are compatible with screen readers and other assistive technologies.

This platform supports Napa County's multi-pronged efforts to comply with federal accessibility requirements under the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and Section 508 accessibility standards.

Beginning in April 2026, public agencies will be required to ensure that digital content-including documents posted on public websites-is accessible to individuals with disabilities under updated federal digital accessibility regulations based on the Web Content Accessibility Guidelines (WCAG) 2.1 AA standards.

While the County is preparing accessible documents going forward, the County website contains a significant number of existing PDF documents that may not currently meet accessibility requirements. DocAccess provides an interim solution that allows members of the public to convert documents into accessible formats on demand while departments either archive files or diligently remediate and replace evergreen documents.

Adding this platform will help improve access to public information, reduce barriers for users of assistive technology, and mitigate risk.

Requested Action: Approve and authorize the Chair to execute Amendment No. 5 to Agreement No. 170662B with CivicPlus, LLC increasing the cost $20,168 to add the DocAccess document accessibility platform for the remainder of the contract term through December 6, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Liability Insurance Fund (45000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Accessibility and mitigation
Is the general fund affected?	No
Future fiscal impact:	Staff will evaluate whether extension of the platform is recommended in fall 2026.
Consequences if not approved:	If not approved, the County will have fewer tools available to help ensure public access to existing documents posted on County websites while departments work to remediate legacy content. This may limit the ability of individuals using assistive technologies to access public documents and not further reduce the County's exposure to accessibility-related complaints or compliance risks as the April 2026 federal accessibility requirements approach.
Additional Information	Strategic Initiative: Strengthen equitable access to core services and opportunities that protect health, safety, and wellbeing for all people.

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. 5 to Napa County Contract No. 170662B

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-114828-1
Date: 3/3/2026 5:32 PM
Expires On: 3/31/2026

Client:
Napa County, CA

Bill To:
NAPA COUNTY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Amanda Parr	7853231544	amanda.parr@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DocAccess Implementation	Implementation of DocAccess

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.

Total Investment - Prorated Year 1	USD 20,168.20
Annual Recurring Services (Subject to Uplift)	USD 29,643.20

Total Days of Quote:249

Initial Term	4/1/2026 - 12/5/2026, Renewal Term 12/6 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement and the applicable Solutions and Services Terms and Conditions

attached and incorporated hereto (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-114828-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

By (please sign):

Printed Name:

Amber Manfree

Title:

Chair, Napa County Board of Supervisors

Date:

CivicPlus

By (please sign):

Printed Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

03/18/2026

Organization Legal Name:

Napa County

Billing Contact:

Becky Craig

Title:

Assistant CEO / Risk Manager

Billing Phone Number:

707-253-4153

Billing Email:

Becky.Craig@countyofnapa.org

Billing / Mailing Address:

1195 3rd St. #310

Napa, CA 94559

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: March 18, 2026 Project ID: 13109698	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

DocAccess Terms

Customer understands and agrees the use of the DocAccess accessibility services (the "Services") is subject to the following terms:

1. Shared Responsibility Model. Customer acknowledges and agrees that accessibility obligations are shared:
    1. CivicPlus: Provides automated accessibility enhancements by converting PDFs to an HTML transcript designed to align with WCAG 2.1 Level AA standards.
    2. Customer: Remains responsible for overall accessibility compliance of the digital environment in which DocAccess is implemented, including but not limited to the context, labeling, links to original content, and content external to DocAccess transcripts.
2. The Service facilitates accessibility but does not guarantee compliance under all laws, in all contexts, or for all content types.
3. The Service is built to generate accessibility-enhanced transcripts that aim to conform in all material respects to WCAG 2.1 Level AA. Customer understands that:
    1. Automated accessibility conversion may yield imperfect results due to complexities inherent in original content (such as complex tables, interactive graphics).
    2. Accessibility performance may vary across assistive technologies and devices.
4. In the event of defect in the Services, Customer agrees to promptly report reproducible accessibility defects to CivicPlus and provide reasonable cooperation to assist with remediation.
5. Customer shall use the Service and accessibility features solely to enhance access to PDFs in native or linked contexts where disabled users require accessible alternatives.
6. No Warranty of External Compliance. The Service does not remediate other elements of Customer's digital properties (such as website navigation, non-PDF content accessibility, multimedia outside the DocAccess viewer). Customer remains responsible for satisfying Accessibility Laws outside of DocAccess transcript content.

7. External Integrations and Third-Party Tools. Customer acknowledges that integrations with third-party plug-ins, translation engines, assistive technologies, or other external services are governed by their respective terms. CivicPlus disclaims responsibility for accessibility performance attributable to third-party tools.
8. End User Experience. Customer acknowledges that End Users may access accessible transcripts through the Service viewer, and that transcripts may include navigation, search, translation, and assisted technologies. The quality of these experiences may depend on the End User's device, assistive technologies, and network conditions.
9. Live Assistance Services. Where included, live assistance (such as interpreter access or visual support) is provided solely as a supplement to automated accessibility and does not constitute legal compliance.
10. Customer shall not alter, suppress, or remove accessibility annotations, metadata, or structural markup created by the Service.
11. Service-Dependent Accessibility. Customer acknowledges and agrees that the accessibility enhancements provided by the Service (including, without limitation, the conversion of PDF documents into accessible HTML transcripts) are generated and maintained dynamically and are not permanent modifications to the underlying documents.
12. Effect of Service Termination or Expiration. Upon expiration or termination of Customer's right to use the Service for any reason:
    1. Accessible HTML transcripts and related accessibility features will no longer be automatically available;
    2. Documents will revert to their original, non-enhanced format as hosted or published by Customer; and
    3. CivicPlus will have no obligation to maintain, host, or provide access to accessibility-enhanced versions of Customer documents.
13. Customer Responsibility for Continued Accessibility. Customer is solely responsible for ensuring ongoing compliance with applicable accessibility laws and standards following termination of the Service, including by implementing alternative accessibility solutions or permanently remediating source documents where required.

14. No Reliance on Post-Termination Availability. Customer shall not rely on the continued availability of accessibility enhancements after the Service ends and agrees that the Service is intended as an ongoing accessibility solution, not a one-time or permanent remediation of content.
15. Customer understands that ongoing accessibility post termination of the Services requires the Customer to download the HTML.
16. Resource Optimization. CivicPlus may implement reasonable technical and operational measures to manage Service performance and processing efficiency. Such measures may include, without limitation, identification of duplicate documents, deduplication of identical content across domains, and prioritization of document processing. These measures are intended to reduce unnecessary processing and improve Service performance and do not alter the accessibility functionality of the Service for documents processed through the Service.
17. Volume Management. Customer's Service plan includes document processing capacity appropriate to the Customer's organization type and size. CivicPlus may monitor document processing volume to ensure use of the Service remains consistent with the scope of Customer's plan. If Customer's usage materially exceeds typical processing volumes for similarly situated customers or otherwise exceeds the scope of Customer's plan, CivicPlus may work with Customer to manage document scope or processing volume. This may include, by way of example, excluding archived, outdated, or non-public-facing content from automated processing. CivicPlus will provide reasonable notice prior to implementing any material adjustments and will work with Customer in good faith to maintain accessibility coverage within the applicable plan parameters.
18. Plan Parameters. Customer's Service plan includes document processing capacity as described in the applicable Order Form or service agreement. Accessing, viewing, or downloading previously generated accessible transcripts does not count toward document processing limits.

CivicPlus may update processing parameters or plan thresholds from time to time to reflect changes in Service functionality, Customer organization size, document portfolio, or Service performance requirements. CivicPlus will provide Customer with reasonable advance notice of any material changes to such parameters.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-827

TO: Board of Supervisors

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

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

RECOMMENDATION

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

BACKGROUND

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

Napa County has conducted successful elections using certified voting systems from Liberty Vote USA and its predecessor corporate entities since 1976. Under Agreement No. 260334B Liberty Vote USA will provide Napa County with an upgraded, certified voting system for 7 statewide elections between June 2, 2026, and March 2, 2032. The average annual cost of these services is $ 171,353. The total cost for 7 statewide elections is $1,199,468.

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

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

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

ENVIRONMENTAL IMPACT

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

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

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

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

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

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

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

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

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

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

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

   Exhibit A: Pricing Summary and Deliverables Description

   Exhibit B: Software License and Hardware Warranty Terms

   Exhibit C: Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Customer's Responsibilities. Customer shall:

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

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

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

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

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

6. Title and Risk of Loss.

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

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

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

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

6.4. Insurance.

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

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

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

7. Software License and Use.

7.1. License. Upon mutual execution of this Agreement, Liberty Vote grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Liberty Vote Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.

7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party license Agreements by Customer's first use of the System.

8. Warranties.

8.1. Liberty Vote Software Warranty. The Liberty Vote Software warranty is subject to the terms of Exhibit B - Software License and Hardware Warranty Terms.

8.2. Liberty Vote Hardware Warranty Terms. The Liberty Vote Hardware Warranty is subject to the terms of Exhibit B - Software License and Hardware Warranty Terms.

8.3. Third Party Products. The warranties in this Sections 8 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Liberty Vote shall pass through to Customer all warranties such manufacturers make to Liberty Vote regarding the operation of third party products.

9. Acceptance.

9.1. Liberty Vote Software or Liberty Vote Hardware Testing. After delivery of Liberty Vote Software or Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and mutually agreed to by the Parties. Acceptance testing shall occur no later than ten business days after delivery.

9.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 9.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Liberty Vote. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten business days after installation of the System.

9.3. Acceptance/Rejection. After testing, if the Liberty Vote Software or Hardware does not conform to user documentation or the Acceptance testing criteria, Customer will notify Liberty Vote in writing within five (5) business days. Liberty Vote will, at its own expense, repair or replace the rejected Liberty Vote Software or Hardware within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Liberty Vote Software, or Hardware in writing in its sole discretion.

10. Force Majeure. Should any circumstances beyond the control of either Party occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of the Parties. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse

consequences of such circumstances. This Section shall not operate to excuse any Party from paying amounts owed pursuant to this Agreement.

11. **Indemnification.** Liberty Vote agrees to indemnify, defend and save harmless Customer, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Liberty Vote or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement.

12. **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, LIBERTY VOTE'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Confidential Information.**

13.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information. Any specific information that Liberty Vote claims to be confidential must be clearly marked or identified as such by Liberty Vote. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Liberty Vote as confidential.

13.2. Subject to the requirements of the Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. If a request is made to view such Confidential Information, Customer will notify Liberty Vote of such request and the date the information will be released to the requestor unless Liberty Vote obtains a court order enjoining such disclosure. If Liberty Vote fails to

obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Liberty Vote's consent and shall not be deemed to be a violation of law or this Agreement.

14. **Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Liberty Vote may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

15. **Termination.** In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable good faith diligence to cure the breach as soon as practicable.

16. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

17. **Survival.** The provisions of Sections 2, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. **Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of competent jurisdiction located in the Customer's State will have jurisdiction to hear and determine questions relating to this Agreement.

19. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. **Third-Party Beneficiary**. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Liberty Vote or Customer may be enforced against Liberty Vote or Customer, as applicable, by any person not a party to this Agreement.

21. **Independent Contractor.** Liberty Vote and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the

Customer. Liberty Vote and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement. Liberty Vote acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

22. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Liberty Vote and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Liberty Vote, and incorporated as an Addendum hereto.

23. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, e-mail, addressed to the intended recipient as follows:

If to Liberty Vote:

Liberty Vote USA Inc.
Attn: Contracts Administrator
PO Box 40005
Denver, CO 80204
E-mail: contracts@Liberty Votevoting.com

If to the customer

Napa County, CA:
Attn: John Tuteur, Registrar of Voters
1125 3rd Street, First Floor
Napa, CA 94559
e-mail: john.tuteur@countyofnapa.org

24. **Supersede**: This Agreement supersedes Agreement No. 190125B and its amendments, which are terminated with the Effective Date of this Agreement.

Signatures on following page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LIBERTY VOTE USA INC.

AUTHORIZED SIGNATURE

Lindsey Kurtz
PRINTED NAME

General Counsel
TITLE

3/9/2026
DATE

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: 3/4/26	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date:_____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN LIBERTY VOTE USA INC. AND NAPA COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing and Deliverables Summary.** Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by the Customer at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Liberty Vote.

DESCRIPTION	QTY
In-Person Voting: Polling Location Hardware	
ImageCast® X – BMD (Ballot Marking Device Printer Kit - HP4001 + Extender Tray)	70
ImageCast® X Voter Activation Stations	14
ImageCast® X Voting Smart Cards	50
ImageCast® X Pollworker Smart Cards	15
8GB USB Flash Drive	5
UPS SMT 1500 980 watts, input 120/output 120, interface DD-9RS-232	13
Mobile Ballot Printing (MBP) System with Oki Data C331DN Printer Kit	11
Mobile Ballot Printing (MBP) System with Lexmark 730 Printer Kit	1
Central Scanning: Absentee / Vote By Mail Hardware	
Workstation - Precision	2
ImageCast Central Scanner Kits	2
Accessories & Consumables	
Transport Bag Kit - 1 BMD Printer & 1 Ext Tray Sleeve	70
Audio Tactile Interface Kit (ATI) - ICX - USB	70
ImageCast Voting Booth - Standard	70
Image Drum, black & color	2
Toner Cartridge, Black, Cyan, Magenta, Yellow	4
Image Cast X Classic Voter Activation Cards	100
Election Management Hardware	
Election Management System (EMS) Standard Server Kit	2

EMS Client Workstation Kit	3
EMS Adjudication Workstation Kit	2
Network Cables CAT6 UTP Patch Cables (12 Units)	1
EMS Report Printer	1
Digi Connect LTS 16 port	1
Support Services and Training	
On-Site Services - Non-Election Day (/day)	7
System Acceptance Testing Training (provided before First Amendment Effective Date)	1
ICX Operator Training (provided prior to First Amendment Effective Date)	1
Pollworker Train the Trainer (provided prior to Effective Date)	1
Ballot Setup (7 elections, 2026 Primary & General, 2028 - Primary & General, 2030 – Primary & General, 2032 – Primary	7
On-Site Election Day Technical Support (7 elections Primary & General, 2028 -Primary & General, 2030 – Primary & General, 2032 – Primary, Arrive Monday afternoon, on-site Tuesday, Depart Wednesday morning)	7
On-Site Non-Election Day Support, 14 days - Saturday & Sunday before election Support begins for Primary & General 2028, Primary & General 2030, Primary 2032	14
On-Site 1 Non Election Day Service 2025 (Installation)	1
Software Licenses and Hardware Warranties	
Democracy Suite Software License	1
ImageCast Adjudication Software License	1
Mobile Ballot Printing Software License	1
ImageCast Remote UOCAVA/RAVBM Application	1
ImageCast X Software/Firmware License	70
Mobile Ballot Printer Warranty	12
ImageCast X Warranty	70

1.1 **Pricing Summary**. The Customer has selected the managed services option, instead of an outright purchase.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Liberty Vote invoice. All payments shall be made is in U.S. Dollars. Prices include shipping.

1.3

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	07/01/2025	06/30/2026	07/01/2025	$148,092.56	$8,159.07	$156,251.63

2	07/01/2026	06/30/2027	07/01/2026	$152,534.94	$8,503.35	$161,038.29
3	07/01/2027	06/30/2028	07/01/2027	$157,111.40	$8,858.03	$165,969.43
4	07/01/2028	06/30/2029	07/01/2028	$161,824.58	$9,223.30	$171,047.88
5	07/01/2029	06/30/2030	07/01/2029	$166,678.78	$9,599.50	$176,278.28
6	07/01/2030	06/30/2031	07/01/2030	$171,679.34	$9,987.04	$181,666.38
7	07/01/2031	06/30/2032	07/01/2031	$176,829.58	$10,386.18	$187,215.76

2. Product Description

2.1 *Product description*

• Election Definition Setup. Election setup services and support for the election database creation and ballot review. Ballot definition services will be provided in English and Spanish only and will include the following: Democracy Suite Election project setup, including Ballot PDF artwork, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense. Any additional languages requested by Customer will be provided at the Customer's expense. o For election definition setup services as described herein, the Customer shall review and approve or identify issues to all Liberty Vote deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Liberty Vote immediately following the discovery of any issue and Liberty Vote shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Liberty Vote may provide the change at an additional cost based upon Liberty Vote's then current published service rates.
EMS Client Workstation Kit.

2.2 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

2.3 ***Travel and Expenses included.*** All costs of Liberty Vote transportation, lodging and meal expenses are included during the Agreement Term.

2.4 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Liberty Vote list price.

EXHIBIT B
SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS

1. Definitions.

1.1. "Hardware" means the ImageCast® system defined in the Agreement.

1.2. "Party" or "Parties" refer to Liberty Vote and Customer, individually or collectively.

1.3. "Software" means the Democracy Suite® and ImageCast® software licensed by Liberty Vote hereunder, in object code form, including related documentation provide to the Customer.

1.4. "Specifications" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Liberty Vote.

2. License.

2.1. License to Software. Subject to the terms herein and subject to payment by the Customer of the License fees as described in the Agreement, Liberty Vote grants Customer a non-exclusive, non-transferrable license to use the Software solely for the Customer's own internal business purposes and solely in conjunction with the Software and Hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Third-Party Products. When applicable, Liberty Vote agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Customer for use during the Term. This sublicense is conditioned on Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

2.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Liberty Vote grants no licenses, expressly or by implication, and (b) Liberty Vote's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Liberty Vote to Customer or any third party. Without limiting the foregoing sentence, Customer agrees not to use the Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Customer shall have no power to transfer or grant sub-licenses for the Software. Any use of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

3. Upgrades and Certification. During the Term, Liberty Vote shall provide upgrades to Customer under the following conditions.

3.1. Upgrades. In the event that Liberty Vote, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Customer's State, Liberty Vote shall make the certified Software upgrade available to the Customer at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms herein, Liberty Vote shall not provide, and shall not be obligated to provide, any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

4. Prohibited Acts. The Customer shall not, without the prior written permission of Liberty Vote:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3. Alter or modify the Software or copyright notices in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software;

4.5. Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Liberty Vote. Providing or transferring any Software or Hardware to any third party shall be considered a breach of the Agreement and Software License.

5. Return of Software. Upon termination or expiration of this Agreement, Customer shall (i) forthwith return to Liberty Vote all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Liberty Vote that it has been destroyed.

6. Warranties. The following warranties shall apply.

6.1. Software Warranty Terms. Liberty Vote warrants that the Software will function substantially in accordance with the Specification during the Term. The Liberty Vote also warrants that the Software shall comply with the Customer's State certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the Customer's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, Liberty Vote will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Liberty Vote or (ii) having been used by the Customer for purposes other than those for which the Software was designed by Liberty Vote. If Liberty Vote establishes that the reported material failure is not covered by the foregoing warranty, the Customer shall be responsible for the costs of Liberty Vote's investigative work at Liberty Vote's then current rates.

6.1.1. Corrections. If the Customer believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Customer shall provide Liberty Vote with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Liberty Vote. Liberty Vote shall correct the

deficiencies, at no additional cost and incorporate such corrections into the next version certified by the Customer's State.

6.1.2. Third-Party Software. The warranties herein do not apply to any Third-Party Software. However, to the extent permitted by the manufacturers of Third-Party Software, Liberty Vote shall pass through to Customer all warranties from the manufacturers regarding the operation of such Third-Party Software.

6.3. Hardware Warranty Terms. Liberty Vote warrants that when used with the hardware and software configuration purchased through or approved by Liberty Vote, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware Warranty shall remain in effect until one year after Hardware acceptance.

6.4. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Liberty Vote shall provide a replacement for the Hardware component or, at Liberty Vote's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party products approved by Liberty Vote for use with the Hardware. The following conditions apply to the Hardware warranty:

6.4.1. Customer shall bear the shipping costs to return the malfunctioning Hardware component to Liberty Vote, and Liberty Vote shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

6.4.2. The following services are not covered by this Agreement, but may be available at Liberty Vote's current time and material rates:

6.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, toner, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.4.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

6.4.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Liberty Vote;

6.4.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

6.4.3 Customer is not authorized to provide or transfer any Hardware or System component to a third party unless explicitly authorized in writing by Liberty Vote. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach to the Agreement.

6.5. No Other Warranties. LIBERTY VOTE DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.2.4. Cyber Liability Insurance. Consultant shall maintain Cyber liability insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Liberty Vote in this Agreement and shall include, but not be limited to, claims involving security breach, system

failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-269

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Jennifer Yasumoto, Director of Health and Human Services Agency

SUBJECT: Amendments to Agreements with On The Move, UpValley Family Centers and Puertas Abiertas Community Resource Center

RECOMMENDATION

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

BACKGROUND

The County has agreements with community-based organizations based on their applications for funding to carry out objectives outlined in the 2024-2027 Community Health Improvement Plan (CHIP). The terms of those agreements stipulated that funding disbursed according to the payment schedules outlined in Exhibit B of each agreement must be spent within that fiscal year, that unspent funds would not be allowed to rollover to future fiscal years, and that unspent funds at the end of each fiscal year must be paid back to the County.

Unforeseen circumstances, including the need to leverage threatened federal grant funding to support program activities led to four of these funded programs, On The Move (Napa Housing Stabilization Program and LGBTQ School Support Program), UpValley Family Centers (Increasing Housing Stability and Preventing Homelessness in UpValley Program) and Puertas Abiertas Family Resource Center (Napa Farmers Market Fruit and Veggie Bucks Program) requesting to shift their 3-year grant budgets to move spending into later years. These programs are meeting the objectives and outcomes associated with their program agreements, and HHSA has determined that it is reasonable to allow flexibility for these programs to most efficiently manage grant funding while remaining accountable to the outcomes and deliverables outlined in the agreements. These agreements are funded by Tobacco Master Settlement Agreements. These amendments remove language that prohibited these organizations from amending their budgets to roll expenditures over to future fiscal years

within the three-year agreement term. Language has been added to explicitly allow for the rollover of these funds to be requested with the submission of a revised budget and justification to be evaluated for approval by the Director of HHSA.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250092B

GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250092B is made and entered into as of this ____ day of _____, 2026**,** by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **ON THE MOVE,** a California nonprofit corporation whose business address is 780 Lincoln Avenue, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

A. On August 6, 2024, COUNTY and GRANTEE entered into Napa County Agreement No. 250092B ("Agreement") to provide Tobacco Settlement Funds to fund GRANTEE's Program as described in the Agreement.

B. COUNTY wants to give GRANTEE the flexibility to roll over expenditure of grant funds to future fiscal years within the original term of the Agreement.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

> 3. **Use of Funds by GRANTEE, Return of Surplus.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit "A." Notwithstanding anything to the contrary in Exhibit "B," any grant funds not expended in a fiscal year may rollover to the following fiscal year with the written approval of the Director of Health and Human Services or their designee, but not beyond the expiration date of this Agreement. GRANTEE must first submit a written request to COUNTY to rollover funds prior to any funds being available for rollover with a new proposed budget. If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Program to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

2. This Amendment No. 1 applies retroactively to July 1, 2025, so that GRANTEE may roll over funds into Fiscal Year 2025-2026 if approved in writing by the Director of Health and Human Services or their designee.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. 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.

IN WITNESS WHEREOF, this amendment is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by GRANTEE acting through their duly authorized officer(s).

ON THE MOVE

By: Alissa dy Abdo
ALISSA ABDO, Executive Director

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: January 26, 2026 FV 11311753	_____ Deputy Clerk of the Board	

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250091B

GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250091B is made and entered into as of this ____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **ON THE MOVE,** a California nonprofit corporation whose business address is 780 Lincoln Avenue, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

A. On August 6, 2024, COUNTY and GRANTEE entered into Napa County Agreement No. 250091B ("Agreement") to provide Tobacco Settlement Funds to fund GRANTEE's Program as described in the Agreement.

B. COUNTY wants to give GRANTEE the flexibility to roll over expenditure of grant funds to future fiscal years within the original term of the Agreement.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

> 3. **Use of Funds by GRANTEE, Return of Surplus.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit "A." Notwithstanding anything to the contrary in Exhibit "B," any grant funds not expended in a fiscal year may rollover to the following fiscal year with the written approval of the Director of Health and Human Services or their designee, but not beyond the expiration date of this Agreement. GRANTEE must first submit a written request to COUNTY to rollover funds prior to any funds being available for rollover with a new proposed budget. If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Program to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

2. This Amendment No. 1 applies retroactively to July 1, 2025, so that GRANTEE may roll over funds into Fiscal Year 2025-2026 if approved in writing by the Director of Health and Human Services or their designee.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. 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.

IN WITNESS WHEREOF, this amendment is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by GRANTEE acting through their duly authorized officer(s).

ON THE MOVE

By: Alissa dj Abdo
ALISSA ABDO, Executive Director

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: January 26, 2026 FV 11311753	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250095B

GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250095B is made and entered into as of this ____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **UPVALLEY FAMILY CENTERS OF NAPA COUNTY,** a California nonprofit corporation whose business address is 1440 Spring Street, St. Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

A. On August 6, 2024, COUNTY and GRANTEE entered into Napa County Agreement No. 250095B ("Agreement") to provide Tobacco Settlement Funds to fund GRANTEE's Program as described in the Agreement.

B. COUNTY wants to give GRANTEE the flexibility to roll over expenditure of grant funds to future fiscal years within the original term of the Agreement.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

> 3. **Use of Funds by GRANTEE, Return of Surplus.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit "A." Notwithstanding anything to the contrary in Exhibit "B," any grant funds not expended in a fiscal year may rollover to the following fiscal year with the written approval of the Director of Health and Human Services or their designee, but not beyond the expiration date of this Agreement. GRANTEE must first submit a written request to COUNTY to rollover funds prior to any funds being available for rollover with a new proposed budget. If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Program to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

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3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. 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.

IN WITNESS WHEREOF, this amendment is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by GRANTEE acting through their duly authorized officer(s).

UPVALLEY FAMILY CENTERS OF NAPA COUNTY

By: _____
JENNY OCON, Executive Director

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: January 26, 2026 FV 11311753	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250093B

GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250093B is made and entered into as of this ____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PUERTAS ABIERTAS COMMUNITY RESOURCE CENTER,** a California nonprofit corporation whose business address is 625 Imperial Way, Suite #6, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

A. On August 6, 2024, COUNTY and GRANTEE entered into Napa County Agreement No. 250093B ("Agreement") to provide Tobacco Settlement Funds to fund GRANTEE's Program as described in the Agreement.

B. COUNTY wants to give GRANTEE the flexibility to roll over expenditure of grant funds to future fiscal years within the original term of the Agreement.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

> 3. **Use of Funds by GRANTEE, Return of Surplus.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit "A." Notwithstanding anything to the contrary in Exhibit "B," any grant funds not expended in a fiscal year may rollover to the following fiscal year with the written approval of the Director of Health and Human Services or their designee, but not beyond the expiration date of this Agreement. GRANTEE must first submit a written request to COUNTY to rollover funds prior to any funds being available for rollover with a new proposed budget. If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Program to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

2. This Amendment No. 1 applies retroactively to July 1, 2025, so that GRANTEE may roll over funds into Fiscal Year 2025-2026 if approved in writing by the Director of Health and Human Services or their designee.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. 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.

IN WITNESS WHEREOF, this amendment is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by GRANTEE acting through their duly authorized officer(s).

PUERTAS ABIERTAS
COMMUNITY RESOURCE CENTER

By: _____
ESMERALDA GIL, Interim Executive Director, CFO

NAPA COUNTY, a political subdivision of
the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: January 26, 2026 FV 11311753	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-341

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Revenue Agreement No. 260283B with the California Department of Public Health (Sexually Transmitted Disease Control Branch)

RECOMMENDATION

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

BACKGROUND

California's Department of Public Health (CDPH) Sexually Transmitted Disease Control Branch (STDCB) mission is to reduce the transmission and impact of sexually transmitted infections (STIs), viral hepatitis and monkeypox virus (mpox), particularly among communities disproportionately affected by these infections.

The Disease Intervention Specialist (DIS) Workforce Development allocation is to develop, expand, train, and sustain disease investigation and intervention workforce, and address jurisdictional prevention and response needs. Funding may be used to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs to provide equitable prevention, services, and control efforts to Napa County residents.

Approval of this agreement allows Napa County's Health and Human Services Agency (HHSA) to accept funding for Fiscal Years 25-26 through 29-30 to continue supporting HHSA's Chronic Disease and Health Equity program.

The revenue is budgeted as follows:

Year 1 - July 1, 2025 through June 30, 2026: $60,274.00

Year 2 - July 1, 2026 through June 30, 2027: $120,548.00

Year 3 - July 1, 2027 through June 30, 2028: $120,548.00

Year 4 - July 1, 2028 through June 30, 2029: $120,548.00

Year 5 - July 1, 2029 through June 30, 2030: $120,548.00

Requested action:

Approve and authorize Revenue Agreement No. 260283B with the California Department of Public Health for a contract revenue maximum of $542,466 for the term July 1, 2025 through June 30, 2030, for disease investigation and intervention services and programs.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Public Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While there is no mandate to contract with CDPH, this agreement allows PH to receive an allocation to continue to develop, expand, train, and sustain the DIS workforce.
Is the general fund affected?	No
Future fiscal impact:	This agreement terminates June 30, 2030. Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	County will not receive revenue from CDPH to support disease investigation, intervention services, and programs per Health and Safety Code Sections 120956 and 120972.2.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Napa, hereinafter "Grantee"

"Disease Intervention Specialist (DIS) Workforce Development," hereinafter "Project"

GRANT AGREEMENT NUMBER 25-10609

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Disease Intervention Specialist (DIS) Workforce Development grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $542,466.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 01, 2025, and terminates on June 30, 2030. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2030.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**Grantee: County of Napa**
Name: Alexia McGonagle, Assistant Branch Chief, STD Control Branch	Name: Jennifer Henn, Public Health Manager
Address: P.O. Box 997377, MS 7320	Address: 2751 Napa Valley Corporate Drive, Bldg. B
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Napa, CA 949558
Phone: (279) 667-2164	Phone: (707) 299-2160
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: jennifer.henn@countyofnapa.org

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	**Grantee: County of Napa**
Attention: Adriana Cervantes, Grant Manager	Attention: Abby Ellison, Project Manager
Address: P.O. Box 997377, MS 7320	Address: 2751 Napa Valley Corporate Drive, Bldg. B
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Napa, CA 949558
Phone: (279) 667-1464	Phone: (707) 253-4290
E-mail: Adriana.Cervantes@cdph.ca.gov	E-mail: abby.ellison@countyofnapa.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Napa
Attention: Eron Munoz-Ledo
Address: 2751 Napa Valley Corporate Drive, Bldg. B
City, ZIP: Napa, CA 949558
Phone: (707) 253-4582
E-mail: eron.munozledo@countyofnapa.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Amber Manfree, Chair
Board of Supervisors
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

APPROVED AS TO FORM:
Sheryl L. Bratton, County Counsel

By: Susan B. Altman

Date: February 17, 2026

Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately $83,921,550 dollars in State local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant, funded by the AIDS Drug Assistance Program Rebate Fund. This Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections 120956 and 120972.2 of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

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of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

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Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

Funding will be allocated to sixty-one (61) local health jurisdictions (LHJ).

CDPH/STDCB included the following factors in the allocation model:

- These funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control HIV, STIs, HCV, and mpox.

- The original 2021 cycle of grant funds were allocated to LHJs using the United States Census Community Resilience Estimates (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by the California Conference of Local Health Officers and County Health Executives Association of California.
- Local deliverables with these funds will include activities related to expanded access to HIV/STI/HCV/mpox screening, testing, prevention services and materials for at risk populations. Activities should include increasing awareness and access to HIV/STI/HCV/mpox services, monitoring and responding to disease trends, delivering clinical expertise, providing timely treatment and prevention, notifying and providing partner services, linking patient and partners to prevention and care services including in atypical settings such as emergency departments and correctional facilities, and responding to outbreaks.
- Hiring priority should be given to front-line public health workforce DIS, DIS supervisors, PH nursing or other clinical, epidemiological staff and other roles that support the success of front-line DIS prevention, disease response and outbreak efforts.
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between $38,048 to $131,418.

Authority for this new funding can be found at:

Bill Text: CA AB 116 | 2025-2026 | Regular Session | Chaptered:
https://legiscan.com/CA/text/AB116/id/3260237
SEC. 118.

AIDS Drug Assistance Program Rebate Fund:
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=120956.&lawCode=HSC
Chapter 228, Statues of 2004 (SB 1103)
Health and Safety Code section 120956

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	$151,477	$302,953	$302,953	$302,953	$302,953	$1,363,289
Alpine County**	$50,072	$100,143	$100,143	$100,143	$100,143	$450,644
Amador County	$52,575	$105,149	$105,149	$105,149	$105,149	$473,171
City of Berkeley	$58,217	$116,434	$116,434	$116,434	$116,434	$523,953
Butte County	$65,365	$130,729	$130,729	$130,729	$130,729	$588,281
Calaveras County	$53,139	$106,278	$106,278	$106,278	$106,278	$478,251
Colusa County	$51,238	$102,475	$102,475	$102,475	$102,475	$461,138
Contra Costa County	$121,677	$243,353	$243,353	$243,353	$243,353	$1,095,089
Del Norte County	$51,488	$102,976	$102,976	$102,976	$102,976	$463,392
El Dorado County	$60,168	$120,336	$120,336	$120,336	$120,336	$541,512
Fresno County	$126,319	$252,638	$252,638	$252,638	$252,638	$1,136,871
Glenn County	$51,739	$103,477	$103,477	$103,477	$103,477	$465,647
Humboldt County	$58,484	$116,968	$116,968	$116,968	$116,968	$526,356
Imperial County	$65,258	$130,516	$130,516	$130,516	$130,516	$587,322
Inyo County	$51,240	$102,480	$102,480	$102,480	$102,480	$461,160
Kern County	$112,648	$225,296	$225,296	$225,296	$225,296	$1,013,832
Kings County	$60,040	$120,080	$120,080	$120,080	$120,080	$540,360
Lake County	$54,245	$108,490	$108,490	$108,490	$108,490	$488,205
Lassen County	$51,415	$102,830	$102,830	$102,830	$102,830	$462,735
City of Long Beach	$84,584	$169,168	$169,168	$169,168	$169,168	$761,256
Madera County	$60,726	$121,451	$121,451	$121,451	$121,451	$546,530
Marin County	$64,953	$129,905	$129,905	$129,905	$129,905	$584,573
Mariposa County	$51,192	$102,384	$102,384	$102,384	$102,384	$460,728
Mendocino County	$56,568	$113,136	$113,136	$113,136	$113,136	$509,112
Merced County	$68,407	$136,814	$136,814	$136,814	$136,814	$615,663
Modoc County	$50,561	$101,122	$101,122	$101,122	$101,122	$455,049
Mono County	$50,721	$101,442	$101,442	$101,442	$101,442	$456,489
Monterey County	$80,704	$161,408	$161,408	$161,408	$161,408	$726,336
Napa County	$60,274	$120,548	$120,548	$120,548	$120,548	$542,466
Nevada County	$56,335	$112,670	$112,670	$112,670	$112,670	$507,015
Orange County	$281,829	$563,657	$563,657	$563,657	$563,657	$2,536,457
City of Pasadena	$62,215	$124,429	$124,429	$124,429	$124,429	$559,931
Placer County	$72,639	$145,278	$145,278	$145,278	$145,278	$653,751
Plumas County	$51,441	$102,882	$102,882	$102,882	$102,882	$462,969
Riverside County	$210,045	$420,089	$420,089	$420,089	$420,089	$1,890,401
Sacramento County	$157,158	$314,315	$314,315	$314,315	$314,315	$1,414,418
San Benito County	$53,869	$107,738	$107,738	$107,738	$107,738	$484,821
San Bernardino County	$189,238	$378,476	$378,476	$378,476	$378,476	$1,703,142
San Diego County	$261,726	$523,452	$523,452	$523,452	$523,452	$2,355,534
San Joaquin County	$105,371	$210,741	$210,741	$210,741	$210,741	$948,335
San Luis Obispo County	$68,134	$136,267	$136,267	$136,267	$136,267	$613,202
San Mateo County	$98,628	$197,256	$197,256	$197,256	$197,256	$887,652
Santa Barbara County	$81,529	$163,058	$163,058	$163,058	$163,058	$733,761
Santa Clara County	$168,935	$337,870	$337,870	$337,870	$337,870	$1,520,415
Santa Cruz County	$67,652	$135,303	$135,303	$135,303	$135,303	$608,864
Shasta County	$60,413	$120,826	$120,826	$120,826	$120,826	$543,717

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Sierra County	$50,246	$100,492	$100,492	$100,492	$100,492	$452,214
Siskiyou County	$53,145	$106,289	$106,289	$106,289	$106,289	$478,301
Solano County	$77,710	$155,420	$155,420	$155,420	$155,420	$699,390
Sonoma County	$83,360	$166,720	$166,720	$166,720	$166,720	$750,240
Stanislaus County	$89,018	$178,035	$178,035	$178,035	$178,035	$801,158
Sutter County	$56,378	$112,756	$112,756	$112,756	$112,756	$507,402
Tehama County	$53,900	$107,799	$107,799	$107,799	$107,799	$485,096
Trinity County	$50,991	$101,982	$101,982	$101,982	$101,982	$458,919
Tulare County	$84,401	$168,801	$168,801	$168,801	$168,801	$759,605
Tuolumne County	$53,419	$106,838	$106,838	$106,838	$106,838	$480,771
Ventura County	$108,138	$216,276	$216,276	$216,276	$216,276	$973,242
Yolo County	$64,028	$128,056	$128,056	$128,056	$128,056	$576,252
Yuba County	$54,803	$109,606	$109,606	$109,606	$109,606	$493,227
Los Angeles	$3,299,258	$6,598,516	$6,598,516	$6,598,516	$6,598,516	$29,693,322
San Francisco	$1,123,180	$2,246,359	$2,246,359	$2,246,359	$2,246,359	$10,108,616
Total	**$9,324,626.00**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$83,921,550**

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of Grant Activities and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this Agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically not more frequently than quarterly in arrears to:

Adriana Cervantes
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Electronic invoice submissions can be transmitted via email to Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJInvoices@cdph.ca.gov.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Activities under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and /or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the Grant Manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. The total budget for out-of-state travel shall not exceed five (5) percent of the total annual budget of this Grant.

Exhibit B
Budget Detail and Payment Provisions

6. Proper Use of Funds

A. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   1) Local health jurisdiction workforce members to support DIS workforce development activities.
   2) Out-of-state travel to conferences and meetings. Travel costs may include travel and per diem for funded staff (including staff listed in the budget as in-kind) to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from CDPH and shall not exceed five (5) percent of the total annual budget of this Grant Agreement.
   3) In-state travel to support local capacity building. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of disease intervention specialist workforce development activities.
   4) Costs associated with HIV/ STIs/HCV and mpox testing and treatment services and supplies.
   5) Provider education materials.
   6) Client education materials.
   7) The lease or other operational and maintenance support of vehicles or mobile testing units.
      a. The Grantee shall only use said vehicles for the performance of activities under the terms of this Agreement.
      b. The Grantee agrees that all operators of motor vehicles reimbursed by CDPH under the terms of this Agreement shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the Grantee shall ensure that anyone operating said vehicles possesses a State of California Class B Commercial Driver’s License and holds a Passenger Transport endorsement, if required by law.
      c. If any motor vehicle costs are reimbursed by CDPH under the terms of this Agreement, the Grantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Grantee's possession:
         i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined or more if required by law for the vehicle type. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with Agreement funds by CDPH under the terms of this Agreement to the Grantee.
         ii. The Grantee shall furnish a copy of the certificate of insurance to the Grant Manager within thirty (30) days of leasing the motor vehicle.

iii. The Grantee agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement and any extension period.
iv. The Grantee agrees to provide to the Grant Manager at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
v. In the event the Grantee fails to maintain insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement.

B. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   a. Incentives such as low value gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other HIV/ STIs/HCV/ and mpox-related incentives (e.g., sleeping bags, tarps, clothing items, and hygiene kits). Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in HIV/ STIs/HCV/ and mpox control and prevention activities.
      b. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation.
   c. The value of the gift card incentive is limited to $50.00 of merchandise per person per intervention (e.g., client attendance for syphilis treatment at $25.00 for each Bicillin injection).
   d. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
   e. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or drug or cannabis products.
   f. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
   g. The Grantee is responsible for the possession, security (e.g., will keep the BMMs or in a secure location), and accountability of the BMMs. The Grantee will complete a Distribution and Tracking log that will track and identify the date purchased, product name, product type, quantity, product number, denomination, total cost, recipient information, reason for distribution and date distributed for each of the BMMs. A copy of the Distribution and Tracking Log must be submitted with the quarterly invoice. The Distribution and Tracking Log must be kept for a minimum of five (5) years after the termination or expiration of the Grant. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to the Grantee within a reasonable time frame for the scheduling of said audit.

Exhibit B
Budget Detail and Payment Provisions

C. The funds for this Grant Agreement cannot be used for:
   1) Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events including but not limited to pens, mugs, t-shirts, posters, key chains, bumper stickers, etc. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
   2) Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
   3) Cash incentives paid to an individual.
   4) Scholarships paid to an individual or a school on behalf of an individual.
   5) Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
   6) Construction, renovation, improvement, or repair of property.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

Exhibit D
Additional Provisions

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete

information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the

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Additional Provisions

procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

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

5. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

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3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8. Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the

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Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

1. Overview

The California Department of Public Health (CDPH) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH local assistance funds under this Grant agreement.

The local health department has the authority for STD Prevention and Control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx

2. Grantee's Responsibilities

The Grantee agrees to:

A. Direct activities toward achieving the program objectives set forth by the CDPH.

B. Use these funds in accordance with any additional guidance set forth by the CDPH regarding the granting, use and reimbursement of the local assistance funds. Additional consideration should be given to other guidance from the Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, STIs, HCV, and mpox prevention and control strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STD Control Branch (STDCB) website: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx

C. Abide by the most recent standards of care for HIV, STIs, HCV, and mpox screening, treatment, control and prevention as promulgated by:
   1. California Department of Public Health https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx
   2. Centers for Disease Control and Prevention https://www.cdc.gov/std/

D. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance HIV, STIs, HCV, and mpox awareness, prevention, testing, linkage to care, and care coordination funded with these dollars

Exhibit E

STD Local Assistance Funds – Standards and Procedures

with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH upon completion and with the annual progress report, and upon request from CDPH, as relevant.

E. Submit information and reports as requested by CDPH.

F. Ensure the use of a competitive bid process in the selection of all subgrantees. If the subgrantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective.

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.
https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf

All Grantees, excluding Los Angeles and San Francisco, must enter HIV, STIs, HCV, and mpox provider reports and laboratory results for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Interview and investigation data must be entered into either CalREDIE or the California Confidential Network for Contact Tracing (CalCONNECT). Data must be entered into the appropriate tabs and forms in either CalREDIE or CalCONNECT. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

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STD Local Assistance Funds – Standards and Procedures

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf

2. Syphilis cases and Congenital Syphilis (CS) case investigations are to be reported according to updated CDPH protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE or CalCONNECT; samples of these forms can be viewed at https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx. Grantees will complete and close investigations in CalREDIE or CalCONNECT within 45 days of initial report to local health department.
3. Grantees will participate in syphilis and CS-specific CalREDIE or CalCONNECT trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

For STD case definitions, please visit https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx

For frequently asked questions, manuals/guidelines, and forms/instructions. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx

Los Angeles and San Francisco Grantees must report the data outlined above to CDPH via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE or CalCONNECT data elements.

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STD Local Assistance Funds – Standards and Procedures

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the Grant Activities, including for subcontracted activities. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

C. Data Security and Confidentiality

To the extent such recommendations are not in conflict with the terms of this Grant agreement, Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs." http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

F. Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days after the end of the budget period. All publications and manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health

A. CDPH reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Exhibit F
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, Use, or Disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential Information" means information that:

1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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D. PCI: "PCI" means "Personal Information" and "Confidential Information" (as these terms are defined herein).

E. Personal Information: "Personal Information" means information, in any medium (paper, electronic, oral) that:

1. directly identifies or uniquely describes an individual; or

2. could be Used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from Disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted Breach; or

2. the attempted or successful unauthorized access or Disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission; or

5. an information Security Incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

6. The term "Security Incident" shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.

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G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.

IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or Disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if Disclosure is required by state or federal law.

V. [Reserved]

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its Workforce Member(s) who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise Use or Disclose CDPH PCI.

A. The Contractor shall require Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.

C. Contractor shall provide CDPH with its Workforce Member(s)' certifications within five (5) business days of a request by CDPH for the Workforce Member(s)' certifications.

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X. Workforce Member(s) Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor Workforce Member(s) under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a Breach, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Contractor as of the first day on which such Breach or Security Incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is a Workforce Member(s) or agent of the Contractor.

Contractor shall take:

1. Prompt action to immediately investigate such Breach or Security Incident

2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and

3. any action pertaining to a Breach required by applicable state and federal laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose Personal Information was Breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly Used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly Disclosed to them;

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3. a description of where the CDPH PCI is believed to have been improperly Used or Disclosed;

4. a description of the probable and proximate causes of the Breach or Security Incident; and

5. whether Civil Code section 1798.29 or any other state or federal laws requiring individual notifications of Breaches have been triggered.

C. Written Report(s): The Contractor shall provide written report(s) of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident, and as further requested. The report(s) shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of CDPH PCI regarding such Breach or Security Incident.

D. Notification to Individuals: If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such Disclosures of CDPH PCI, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of Personal Information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH, unless prohibited from doing so by applicable state or federal law. The only instance in which this would not be required is if the person requesting the information or accounting of disclosures is the individual themselves, seeking information directly from the Contractor as to all records directly held by the Contractor.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor as it may relate to CDPH, to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further Use or Disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that state and federal laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, Workforce Member(s) or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, Workforce Member(s) or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with state and federal laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit F
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Member(s) Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Member(s) Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.

C. ***Workforce Member(s) Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the Workforce Member(s)' assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.***

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

Exhibit F
Information Privacy and Security Requirements

D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor Workforce Member(s) are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a Workforce Member(s) no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	- Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device	- Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret **plus**: - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device	- Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

Exhibit F
Information Privacy and Security Requirements

G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***Reauthentication.*** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	**AAL 2**	**AAL 3**
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI Use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. System Logging. Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

Exhibit F
Information Privacy and Security Requirements

M. Intrusion Detection. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. *System Security Review.* Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, Use, Disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. *Change Control.* All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. *Emergency Mode Operation Plan.* Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. *CDPH PCI Backup Plan.* Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. *Supervision of CDPH PCI.* CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor Workforce Member(s), the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. *Escorting Visitors.* Visitors who are not authorized to see CDPH PCI must be escorted by authorized Workforce Member(s) when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. *Removal of CDPH PCI.* CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. *Faxing and Printing.* Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

Exhibit F
Information Privacy and Security Requirements

E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-419

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Acceptance of a Donation

RECOMMENDATION

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

BACKGROUND

In 1983, the legislature passed Assembly Bill 2994, which authorized the creation of a County Children's Trust Fund (CCTF). The purpose of the CCTF is to support child abuse prevention services in the community and to fund child abuse prevention coordinating councils (CAPCs).

HHSA received a donation of $11,600 from an organization. Board Resolution No. 05-40 and the Recommended Procedure for the Acceptance and Disbursement of Gifts, Bequests, or Devices requires that donations in excess of $1,000 be accepted by the Board of Supervisors (Board).

If the Board accepts these funds, they will be deposited into the CCTF which resides in HHSA's budget and will be applied to help fund our local CAPC.

Requested Action: Accept anonymous donation of $11,600 to the County Children's Trust Fund.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Child Welfare Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to accept donations, however, donations made to CCFT provide for child abuse prevention activities.
Is the general fund affected?	No
Future fiscal impact:	There is no future fiscal impact beyond the current fiscal year.
Consequences if not approved:	If this action is not approved, the County will not have this donated funding available to help support child abuse prevention activities in our community.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-421

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendments to Agreements with Progress Foundation, Inc.

RECOMMENDATION

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

BACKGROUND

Napa County's Health and Human Services Agency (HHSA) currently has agreements with Progress Foundation, Inc., (Progress) for the provision of residential mental health services for adults needing this level of treatment. For many years, Progress has operated a crisis residential program (Progress Place) and a transitional mental health residential program (Bella House) under these agreements.

Progress Place is designed to provide short-term residential care and mental health services to individuals who could be at psychiatric risk to themselves or others, and who otherwise may require psychiatric hospitalization. The goal of Progress Place is to stabilize clients, using a therapeutic milieu where clients are restored and able to return to a pre-crisis level of functioning, thereby avoiding a higher or more extensive level of inpatient care or long-term placements in Institutions for Mental Disease (IMDs). Progress Place serves an average of 110 individuals per year.

Bella House provides housing and mental health services in a structured therapeutic environment to Napa County adults significantly impaired by a major mental illness. Bella House is considered "transitional housing", which means clients can stay up to 18 months. Often this is an alternative to more restrictive/locked

mental health facilities. Bella House aims to transition clients from higher levels of mental health institutional care to more independent, lower levels of care, and stable housing in the community. Bella House serves an average of 27 individuals per year.

Both programs are key to helping clients remain out of higher levels of care, which affords HHSA's Behavioral Health Division cost savings. These amendments increase the contract maximums to account for revising the contract payment structure from an established monthly rate to a fee for service structure, in accordance with the State's mandated CalAIM initiatives.

Requested Actions:

1. Approve and authorize Amendment No. 4 to Agreement No. 220003B with Progress Foundation, Inc., to increase the contract maximum by $335,810 for a new contract maximum of $1,256,000 for Fiscal Year 2025-2026 and each subsequent renewal; and

2. Approve and authorize Amendment No. 5 to Agreement No. 220004B with Progress Foundation, Inc., to increase the contract maximum by $486,680 for a new contract maximum of $1,652,000 for Fiscal Year 2025-2026 and each subsequent renewal.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	These agreements contain provisions for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If these agreements are not approved, these facilities for mentally ill clients would be unable to be used by the County transition Clients back into the community and would result in extended stays at hospitals and other mental health facilities that require a higher level of care. In addition, Napa County would be sending clients to out-of-count residential sites, creating increased difficulty to access local social and natural support systems of care.

Additional Information Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 220004B
AMENDMENT NO. 5

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 220004B is effective as of the 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **PROGRESS FOUNDATION, INC.**, whose mailing address is 1100 Lincoln Ave. #108, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about July 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220004B (hereinafter referred to as "Agreement") for CONTRACTOR to provide mental health services to clients of its Health and Human Services Agency; and

WHEREAS, on or about September 13, 2022, the Parties amended the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof, and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Financial Reporting); and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-1 with Exhibit A-2 (Scope of Work), Exhibit B-1 with Exhibit B-2 (Compensation and Financial Reporting), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate); and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to increase the contract maximum and replace Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting) in order to reflect the contract maximum increase; and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to replace Exhibit B-3 with Exhibit B-4 (Compensation and Financial Reporting) in order to incorporate new language regarding funding; and

WHEREAS, as of the effective date of this Amendment No. 5, the Parties wish to amend the Agreement to increase the contract maximum and replace Exhibit B-4 with Exhibit B-5 (Compensation and Financial Reporting) in order to reflect the contract maximum increase and incorporate updated language.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Million Six Hundred Fifty-Two Thousand Dollars ($1,652,000.00)** of which **Four Hundred Eighty-Six Thousand Six Hundred Eighty Dollars ($486,680.00)** is increased by virtue of this Amendment No. 5; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit A-2 is hereby replaced with "Exhibit A-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A-2" shall refer to "Exhibit A-3" commencing as of the effective date of this Amendment No. 5.

3. Exhibit B-4 is hereby replaced with "Exhibit B-5" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B-4" shall refer to "Exhibit B-5" commencing as of the effective date of this Amendment No. 5.

4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to Napa County Agreement No. 220004B as of the first date written above.

PROGRESS FOUNDATION, INC.

By _____
STEVE FIELDS, Executive Director

By _____
SWATI KAPADIA, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE
Chair of the Board of Supervisors

"COUNTY"

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

EXHIBIT A-3

SCOPE OF WORK

July 1, 2025 through June 30, 2026

(and each subsequent automatic renewal)

Introduction

CONTRACTOR will operate Progress Place, an 8-bed crisis residential treatment program for the COUNTY's Health and Human Services Agency (HHSA). This program is designed to serve as an alternative to psychiatric hospitalization, Psychiatric Hospital Facility (PHF) step downs, and Napa County Detention Center (NCDC) transition referrals. Services are designed to be intensive and of short duration. CONTRACTOR shall utilize a full range of community treatment and social service resources as part of the overall treatment approach.

The crisis residential program operates and is staffed 24 hours per day, 7 days per week. The standard authorized length of stay is 14 days. The actual length of stay will be determined through use of authorization processes defined by COUNTY and close collaboration regarding ongoing verification and documentation of medical necessity for this level of mental health services.

CONTRACTOR shall ensure that the facility maintains certification and provides COUNTY with evidence of (re)certification by the California Department of Healthcare Services (DHCS) as a "Crisis Residential Treatment Service" and licensure by the State Department of Social Services as a "Social Rehabilitation Facility" at required intervals.

CONTRACTOR shall provide said services in CONTRACTOR'S programs as described herein; and locations as described herein.

Target Population

1. Adults age 18 and older in psychiatric crisis without severe organic impairment and without physical disability requiring hospital or significant nursing care.
2. Voluntary.
3. Ambulatory.
4. Lacking those support systems which could counter the need for a higher level of supervised care.
5. Included primary diagnosis for specialty mental health services.
6. Able to participate voluntarily in the Progress Place crisis program activities.
7. All of the above and transitioning out of PHF's.
8. All of the above and transitioning out of NCDC.

Service Location(s)
Progress Place
3133 Laurel Street
Napa, CA 94558

Program Description
Certification as an Organizational Provider: CONTRACTOR shall operate as, and meet all standards required of, an organizational provider defined and regulated in Title 9, Division 1, Chapter 11, CCR. CONTRACTOR shall meet the Department of Health Care Services (DHCS) certification process. DHCS will State-certify CONTRACTOR. CONTRACTOR must also meet the COUNTY Mental Health Plan (MHP)'s certification process to include an onsite review in addition to a review of relevant documentation. At minimum, COUNTY certification requires that CONTRACTOR meets the following standards:

1. Staff providing Specialty Mental Health Transitional Residential services shall possess the necessary license or certification to provide those services. CONTRACTOR certifies that all staff providing services hereunder are qualified to provide the service for which reimbursement is claimed, based upon education, experience and licensure. CONTRACTOR shall maintain records verifying said qualifications for each service provider providing services under this agreement and documenting the provision of supervised hours as required by the Board of Behavioral Sciences for Associate Marriage and Family Therapists (AMFT), Associate Clinical Social Workers (ASW), or Associate Professional Clinical Counselors (APCC). CONTRACTOR shall provide evidence of said records as requested by COUNTY.
2. Maintain a safe facility.
3. Maintain client records in a manner that meets state and federal standards. All medical record requirements for Specialty Mental Health Transitional Residential services shall be met and/or exceeded.
4. Store and monitor medications in compliance with all applicable state and federal laws and regulations.
5. Meet any additional requirements established by the MHP as part of a credentialing or other evaluation process.
6. Provide for appropriate supervision of staff.
7. Have as head of service a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, Division 1, Chapter 3, Article 8 of the California Code of Regulations.
8. Possess appropriate liability insurance.
9. Have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to CCR Title 9, Division 1, Chapter 11, Section 1840.105.
10. As a condition for reimbursement, CONTRACTOR shall ensure beneficiaries shall receive the same level of services as provided all other clients served.

11. Inform the MHP of any sentinel event or occurrence in which COUNTY'S client receiving services covered under this contract suffers physical injury, emotional trauma, death or serious side-effect which could be attributed as caused in any way by CONTRACTOR. Such events shall be immediately reported to the Napa County Behavioral Health Director and/or his/her designee.
12. CONTRACTOR shall provide culturally and linguistically appropriate services to clients as defined in the Napa County Specialty Mental Health Plan.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with thirty (30) days or more prior written notice of such site visits. This notice shall include:

1. Specific monitoring tool(s) that will be utilized;
2. The preparation required of the CONTRACTOR prior to the monitoring visit. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and,
3. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and, any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

Referral and Admission

Referrals originate from and are authorized by Napa County's Crisis Stabilization Services (CSS) operated by Crestwood and COUNTY Behavioral Health Adult Services Unit for PHF step down and NCDC transition referrals.

Medical Necessity in the Referral and Admission Process

Crestwood's CSS staff and COUNTY Adult Behavioral Health Unit will ensure that referrals made to Progress Place meet criteria for Crisis Residential mental health services at the time of the referral. In the event that both COUNTY and CONTRACTOR staff agree that an individual does not meet criteria but could benefit from a limited amount of Progress Place service, then this referral will follow the normal admission procedures for Progress Place. Both CONTRACTOR and COUNTY staff will clearly document that the referral does not meet criteria and is not billable as a Medi-Cal Specialty Mental Health service.

The intended result of this relationship is that the needs of the community and the mental health system are met: (1) individuals are diverted from hospitalization at the point of crisis for stabilization; (2) individuals' length of stay on inpatient units are shortened; and (3) those imminently at risk of hospitalization are diverted to the program for further treatment.

The close working relationship with the CSS Program and COUNTY Behavioral Health generally results in agreement on which individuals to serve. When it does not, and CONTRACTOR wishes to decline an admission or to discharge of an individual being served a review by COUNTY's Assistant Deputy Director (or designee) shall be requested and completed prior to finalizing this decision. Any denials shall include a review by the COUNTY to determine the reason for the denial.

Intake Process

Individuals appropriately referred to the crisis program are interviewed by CONTRACTOR staff. Assessment information regarding the individual's personal, social, medical and psychiatric history is gathered at this time. If a licensed staff person from the CSSP or COUNTY Behavioral Health has not provided a diagnosis upon referral, CONTRACTOR's staff will

provide licensed staff for the purpose of determining the individual's diagnosis at intake. If it is determined that the referral meets medical necessity criteria (referred to above) and is appropriate for admission, then the individual is accepted into the program. If both CONTRACTOR and COUNTY agree that the individual does not meet admission criteria but requires Progress Place services on a limited basis, then staff will follow the procedure outlined herein.

An initial treatment plan and admission agreements are required. CONTRACTOR shall review the admission agreement with each admitted individual and discuss the following topics: tentative discharge date; agreement to abide by program rules; payment obligations for room, board, and services; and authorization requirements for the transmission of information concerning history, care, and treatment to other providers as necessary for coordination of care purposes.

All relevant information is entered into a medical record, which conforms to documentation regulation standards and the needs of COUNTY and is the responsibility of CONTRACTOR.

Within one (1) business day of the date of admission, CONTRACTOR will complete and submit intake form to COUNTY.

Discharge Planning

Discharge planning begins at the time of admission. The reintegration of the individual with family, close friends, and community supports is a major part of this effort. Although it is primarily the responsibility of the CONTRACTOR, the COUNTY's Behavioral Health Division is expected to continue to take an active role in discharge planning for Progress Place program participants who are case managed. Discharge decisions will also be dependent upon ongoing confirmation and supporting documentation by Progress Place that the individual meets (or does not meet) medical necessity criteria for this level of care, and by determination of the Progress Place Authorization Committee.

CONTRACTOR will continue to work closely with the COUNTY's Adult and Older Adult Services Divisions, including the CSSP, Case Managers, and others in the network, to assure successful resolution of the crisis and return of the individual to a less restrictive environment.

CONTRACTOR will complete and submit a discharge/notification of termination form to COUNTY for each discharge within one (1) business day of date of discharge.

Medi-Cal Service Documentation Requirements

CONTRACTOR shall comply with the most current DHCS CalAIM documentation requirements. CONTRACTOR shall also comply with elements outlined in both COUNTY

Behavioral Health Documentation Manual and COUNTY Behavioral Health policy and procedures related to CalAIM documentation and best practice protocols.

CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY'S use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit or substantiation of claims for payment of services.

Grievance Requirements

CONTRACTOR shall comply with COUNTY's grievance policy and procedure to address any concern or problem voiced by the individual, and to provide individuals with a means to register, and to resolve grievances and appeals. CONTRACTOR shall ensure that the following procedures are followed:

1. When an individual expresses a concern regarding the dissatisfaction of any matter involving a contracted provider which include but are not limited to; the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a provider or employee, failure to respect the member's rights regardless of whether remedial action is requested, and the member's right to dispute an extension of time proposed by the BHP to make an authorization decision. CONTRACTOR shall determine the nature of the concern and, If the concern is easily fixed or poses a risk to others, it should be immediately resolved.
2. For all grievances, provide the individual with the Mental Health Grievance Form for Medi-Cal Eligible Beneficiaries (Grievance Form) and direct them to fill it out and return it to COUNTY's Grievance Coordinator in Quality Management r in the postage paid envelope. Grievances may also be taken verbally either in person or over the phone. CONTRACTOR is responsible for completing the Grievance form for oral grievances received.
3. Provide beneficiaries with reasonable assistance in completing forms and taking procedural steps including, but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
4. Notify COUNTY's Grievance Coordinator within 24 hours of the next business day via email, fax, or phone that a grievance has been made and provide the details of the grievance. Provide the individual's name, the date and time that the grievance was made and the name and contact information for any staff involved.
5. The COUNTY's Grievance Coordinator is responsible for notifications, acknowledgements, investigations, reporting, and resolutions. The COUNTY may

request evidence of correction or information detailing that an issue has been adequately addressed by CONTRACTOR.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract, and (b) conduct the quality management activities called for by the contract.

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. Any requests for technical assistance by CONTRACTOR regarding any part of this agreement shall be directed to the COUNTY's designated contract monitor.

Performance Standards

CONTRACTOR shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include as a minimum, a system for verifying that all services provided and claimed for reimbursement shall meet specialty mental health service definitions and be documented accurately.

In evaluating the records of individuals served under this agreement, COUNTY will evaluate services with reference to applicable contract, state, and federal standards for service delivery and documentation to determine whether they qualify for payment under this agreement.

In the event COUNTY revises any required standards in the course of the contract year, the revised audit tool shall be provided to the CONTRACTOR, along with an explanation of the impact of any changes on the contractor.

COUNTY and CONTRACTOR agree to work collaboratively to develop key service quality indicators and outcomes and identify sources of reliable data to measure them. In addition, attributes and characteristics of persons served and other information needed shall be identified.

CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key

risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as quarterly reports on incidents, accidents, and client complaints.

CONTRACTOR will provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.

Program Goal and Objective

Goal: To reduce the utilization of psychiatric inpatient facilities.

Objectives:

Of those individuals admitted to the program, 85% will move to a less restrictive setting at discharge.

Of those individuals admitted to the program 90% will not require inpatient hospitalization during their stay in the program.

Program Reporting

CONTRACTOR will provide data to COUNTY on a semi-annual basis to describe achievement of these objectives. If Performance Objective is not achieved, CONTRACTOR will include a brief explanation of the obstacles that prevented this along with the CONTRACTOR's plan for addressing those obstacles.

Sentinel Events and Critical Incident Reporting

CONTRACTOR must report all program sentinel events to both COUNTY Behavioral Health Director and Mental Health Provider Services Coordinator within 24 hours of occurring.

1. A Sentinel Event is defined as: death, permanent harm, and severe temporary harm with intervention required to sustain life.
   CONTRACTOR must report all program critical incidents to both COUNTY Behavioral Health Provider Services Coordinator within 48 hours of occurring
2. A Critical Incident is defined as: client injuries severe enough to involve and ambulance being called, assaults or violence involving clients, and adverse medication reactions.

   CONTRACTOR shall send COUNTY Behavioral Health Provider Services Coordinator copies of Community Care Licensing (CCL) related to both sentinel events and critical incident reports.

CONTRACTOR shall maintain a program policy delineating protocols and procedures for sentinel events and critical incidents.

EXHIBIT B-5
COMPENSATION AND FINANCIAL REPORTING

July 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

1. Compensation

- Total agreement maximum shall not exceed $1,652,000.00

2. Payment Structure/Rates

- Bed Day Rate/Treatment = $540.48 per day
- Bed Hold Rate = $324.29 per day
- Board & Care Rate = $23.18 per day

Bed Holds

COUNTY shall compensate CONTRACTOR on a fee-for-services basis for services actually provided and documented as defined in Exhibit A. The COUNTY fee-for-service bed day rate for bed holds (defined as beds not occupied by Napa County clients but held for Napa County clients for more than one day) is $324.29. All bed holds must be authorized by COUNTY's Behavioral Health Division and shall be made through mutual determination by COUNTY's Behavioral Health Division and CONTRACTOR.

Board and Care

COUNTY will reimburse CONTRACTOR for the client's portion of the Board and Care services at the rate of $23.18 per day.

Clients with Medi-Cal and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all Other Health Coverage (OHC) options prior to submitting claims to COUNTY for Medi-Cal reimbursement. The CONTRACTOR may bill the COUNTY for claims requiring OHC billing and the COUNTY will pre-pay the pending OHC claim. The CONTRACTOR must provide the Explanation of Benefits (EOB) or denial letter along with a copy of the original claim submitted to private insurance within 5 months from the date of service. If the EOB or denial letter is not received by the COUNTY within 5 months from the date of service, the COUNTY will offset the payment for the current period by this pre-paid amount.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal.

It is in the best interest of the client and CONTRACTOR to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC within 90-days from the date of claim submission, CONTRACTOR may presume denial from the OHC and submit a letter stating that no response was received from the OHC, along with a copy of the original claim submitted to the OHC.

The COUNTY makes every attempt to identify eligibility and notify CONTRACTOR if OHC

eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that CONTRACTOR inquire with the client/guardian as to possible OHC and notify the COUNTY if OHC eligibility is discovered.

The COUNTY is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

3. Financial Reporting

Payment for program services is dependent upon provision of services and ongoing documentation of Medical Necessity standards for this level of care.

COUNTY shall withhold any payments for mental health services for which documentation of Medical Necessity by CONTRACTOR's Residential staff is not sufficient to claim the share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

4. HHSA Billing

A billing unit is defined as one (1) day of service. CONTRACTOR will submit a claim for each day of service by means of an invoice form and an itemized "Residential Mental Health Attendance" form which clearly identifies the dates in which the client was present in the program, received services, and met medical necessity criteria for billing Transitional Crisis Residential Mental Health Services.

5. Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall update its clinical and fiscal practices at the COUNTY's request where change is necessary to ensure the following:

a. Correct billing of Medi-Cal services by COUNTY to Short-Doyle/Medi-Cal (SD/MC);
b. Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
c. Seamless integration with and use of electronic medical record, the electronic billing system, and other relevant aspects of the COUNTY's electronic software system.

6. Required Submissions

Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include available overall capacity, capacity by classification of services, and availability of services (i.e., 24/7, 5 days/week, 7 days/week, and hours, if applicable). COUNTY may also request estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template and monthly invoice template which correlates to services, capacity utilization tracking, and standardized FTE professional classification fields.

Service Invoices. CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all authorized contract services provided in the preceding *month*. CONTRACTOR shall use COUNTY's HHSA billing team service report to review and approve. Upon CONTRACTOR service approval, CONTRACTOR shall submit approved services as an invoice on agency letterhead with total amount due and service month and year to BHInvoices@countyofnapa.org.

Invoices for client board and care and supplemental costs. CONTRACTOR shall submit a separate *Monthly* itemized invoice to BHInvoices@countyofnapa.org for board and care and supplemental costs not covered by a client's SSI/SSA income by the *15th of each month* provided in the preceding *month*.
The invoice shall itemize all of the following:

i. Client name(s)
ii. Program name
iii. Description of cost
iv. Total amount billed for each client cost

Annual Cost Report. CONTRACTOR may be required to submit an annual cost report. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Other Limitations Affecting Payments
CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
3. CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to

Contractor's performance under this Agreement, including, but not limited to, Contractor's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.

4. CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.
5. To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
6. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.

NAPA COUNTY AGREEMENT NO. 220003B
AMENDMENT NO. 4

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 220003B is effective as of the 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **PROGRESS FOUNDATION, INC.**, whose mailing address is 1100 Lincoln Ave. #108, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about July 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220003B (hereinafter referred to as "Agreement") for CONTRACTOR to provide mental health services to clients of its Health and Human Services Agency; and

WHEREAS, on or about September 13, 2022, the Parties amended the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof, and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Financial Reporting); and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-1 with Exhibit A-2 (Scope of Work) and Exhibit B-1 with Exhibit B-2 (Compensation and Financial Reporting), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate); and

WHEREAS, on or about July 1, 2025 the Parties amended the Agreement to increase the contract maximum and replace Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting) in order to reflect the contract maximum increase accordingly; and

WHEREAS, as of the effective date of this Amendment No. 4, the Parties wish to amend the Agreement to increase the contract maximum, replace Exhibit A-2 with Exhibit A-3 (Scope of Work), and replace Exhibit B-3 with Exhibit B-4 (Compensation and Financial Reporting) in order to incorporate updated language and reflect the contract maximum increase.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Million Two Hundred Fifty-Six Thousand Dollars ($1,256,000.00)** of which **Three Hundred Thirty-Five Thousand Eight Hundred Ten Dollars ($335,810.00)** is increased by virtue of the Amendment No. 4; provided, however, that such amounts shall not be

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

2. Exhibit A-2 is hereby replaced with "Exhibit A-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A-2" shall refer to "Exhibit A-3" commencing as of the effective date of this Amendment No. 4.

3. Exhibit B-3 is hereby replaced with "Exhibit B-4" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B-3" shall refer to "Exhibit B-4" commencing as of the effective date of this Amendment No. 4.

4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to Napa County Agreement No. 220003B as of the first date written above.

PROGRESS FOUNDATION, INC.

By _____
STEVE FIELDS, Executive Director

By Swati Kapadia
SWATI KAPADIA, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE
Chair of the Board of Supervisors

"COUNTY"

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

EXHIBIT A-3
SCOPE OF WORK

July 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

Introduction

CONTRACTOR will operate Bella House, a 12-bed mental health transitional residential treatment program for the COUNTY's Health and Human Services Agency (HHSA). The program shall serve adults with a history of serious and persistent mental health problems and provide services targeted toward the development of more independent living skills, the building of a community support system, and appropriate use of services and support designed to assist individuals' efforts to achieve self-sufficiency. CONTRACTOR shall utilize a full range of community treatment and social service resources as part of the overall treatment approach.

CONTRACTOR shall ensure that the facility maintains certification and provides COUNTY with evidence of (re)certification by the California Department of Healthcare Services as a "Transitional Residential Treatment Service" and licensure by the State Department of Social Services as a "Social Rehabilitation Facility" at required intervals.

The maximum length of stay shall conform to licensing and certification standards and may range from approximately three (3) months to a maximum of eighteen (18) months.

CONTRACTOR shall provide said services in CONTRACTOR'S programs as described herein; and locations as described herein.

Target Population

1. Age 18 and above without severe organic impairment and without physical disability requiring hospital or nursing care.
2. Voluntary or, if conserved, willing to participate in programming.
3. Ambulatory.
4. Lacking those support systems which could counter institutionalization or other more restrictive levels of care.
5. Has a primary mental health diagnosis.

Service Location(s)

Bella House
1046 Bella Dr
Napa, CA 94558

Program Description

Certification as an Organizational Provider: CONTRACTOR shall operate as, and meet all standards required of, an organizational provider defined and regulated in Title 9, Division 1, Chapter 11, CCR. CONTRACTOR shall meet the Department of Health Care Services (DHCS) certification process. DHCS will State-certify CONTRACTOR. CONTRACTOR must also meet the COUNTY Mental Health Plan (MHP) certification process to include an onsite review in addition to a review of relevant documentation. At minimum, COUNTY certification requires that CONTRACTOR meets the following standards:

1. Staff providing Specialty Mental Health Transitional Residential services shall possess the necessary license or certification to provide those services. CONTRACTOR certifies that all staff providing services hereunder are qualified to provide the service for which reimbursement is claimed, based upon education, experience, and licensure. CONTRACTOR shall maintain records verifying said qualifications for each service provider providing services under this agreement and documenting the provision of supervised hours as required by the Board of Behavioral Sciences for Associate Marriage and Family Therapists (AMFT), Associate Clinical Social Workers (ASW), or Associate Professional Clinical Counselors (APCC). CONTRACTOR shall provide evidence of said records as requested by COUNTY.
2. Maintain a safe facility.
3. Maintain client records in a manner that meets state and federal standards. All medical record requirements for Specialty Mental Health Transitional Residential services shall be met and/or exceeded.
4. Store and monitor medications in compliance with all applicable state and federal laws and regulations.
5. Meet any additional requirements established by the MHP as part of a credentialing or other evaluation process.
6. Provide for appropriate supervision of staff.
7. Have as head of service, a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, Division 1, Chapter 3, Article 8 of the California Code of Regulations.
8. Possess appropriate liability insurance.
9. Have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to CCR Title 9, Division 1, Chapter 11, Section 1840.105.
10. As a condition for reimbursement, CONTRACTOR shall ensure beneficiaries shall receive the same level of services as provided all other clients served.
11. Inform the MHP of any sentinel event or occurrence in which COUNTY'S client receiving services covered under this contract suffers physical injury, emotional trauma, death, or serious side-effect which could be attributed as caused in any way by CONTRACTOR. Such events shall be immediately reported to the Napa County Behavioral Health Director and/or his/her designee.

12. CONTRACTOR shall provide culturally and linguistically appropriate services to clients as defined in the Napa County Specialty Mental Health Plan.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with thirty (30) days or more prior written notice of such site visits. This notice shall include:

1. Specific monitoring tool(s) that will be utilized;
2. The preparation required of the CONTRACTOR prior to the monitoring visit. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and,
3. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

Referral and Admission

Referrals may originate from COUNTY's Behavioral Health Division and may also originate with CONTRACTOR's Progress Place Crisis Residential Program. Bella House will serve an agreed upon number of County clients on conservatorship "stepping down" from Institutions for Mental Disease (IMD) facilities. Clients will be selected for referral from IMDs through a process of agreement between CONTRACTOR and COUNTY Behavioral Health staff.

Request for Service and Authorization Requirements

CONTRACTOR staff shall interview and assess all Bella House candidates and shall obtain authorization from COUNTY prior to accepting individuals into the program as described herein.

Medical Necessity in the Referral and Admission Process

The Residential Utilization Review Committee or equivalent body will ensure that referrals made to Bella House meet Medical Necessity Criteria for Transitional Residential mental health services at the time of the referral. The close working relationship with the COUNTY generally results in agreement on which clients to serve. When it does not, and CONTRACTOR wishes to decline an admission or to discharge of an individual being served a review by COUNTY's Clinical Program Director (or designee) shall be requested and completed prior to finalizing this decision.

Intake Process

Individuals referred to CONTRACTOR's Bella House program are interviewed by CONTRACTOR staff. Assessment information regarding the individual's personal, social, medical, and psychiatric history is gathered at this time. CONTRACTOR will provide licensed staff for the purpose of determining the individual's diagnosis. If it is determined that the referral meets program criteria and is appropriate for admission, then the individual is accepted into the program.

Within one (1) business day of the date of admission, CONTRACTOR will complete and submit intake forms to COUNTY.

An initial treatment plan is developed and the individual then enters into an admission agreement with the program. The agreement outlines such things as: tentative discharge date; agreeing to abide by program rules; paying the amount determined for room, board, and services; and

authorizing transmission of information concerning history, care, and treatment to other providers for coordination of care purposes.

All relevant information is entered into a medical record, which conforms to state and federal medical records standards and is the responsibility of CONTRACTOR.

CONTRACTOR's Bella House staff will continue to work closely with COUNTY's HHSA staff, including Case Managers and others in the COUNTY's behavioral health service network, to assure successful resolution of program participant's issues.

Information Requirements

All individuals seen under this agreement shall be provided with informing materials as required by State and Federal Health Care regulations. CONTRACTOR shall coordinate with COUNTY staff to ensure that each individual being provided specialty mental health services shall receive appropriate intake materials. CONTRACTOR assumes responsibility for completion of required Medi-Cal beneficiary informing materials when CONTRACTOR receives authorization from COUNTY to enroll a beneficiary into Napa County Behavioral Health if the beneficiary is not receiving services from another Napa County Behavioral Health service provider at the time the CONTRACTOR starts services. When CONTRACTOR is responsible for distribution of informing materials, CONTRACTOR shall maintain written verification that materials were distributed and/or completed for each individual receiving services.

Discharge Planning

Discharge planning begins shortly after admission. The reintegration of the program participant with family, close friends, and community supports is a major focus of this effort. Although it is primarily the responsibility of the CONTRACTOR, COUNTY's staff is expected to take an active role in discharge planning for Bella House clients who are case managed by COUNTY. Client discharge planning from Bella House into the community who are transitioning from IMDs will be actively case managed by County Behavioral Health staff and coordination with Bella House staff.

CONTRACTOR will complete and submit a discharge/notification of termination form to COUNTY for each discharge within one (1) business day of date of discharge.

Medi-Cal Service Documentation Requirements

CONTRACTOR shall comply with the most current DHCS CalAIM documentation requirements. CONTRACTOR shall also comply with elements outlined in both COUNTY Behavioral Health Documentation Manual and COUNTY Behavioral Health policy and procedures related to CalAIM documentation and best practice protocols.

CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY'S use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit or substantiation of claims for payment of services.

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CONTRACTOR shall comply with COUNTY's grievance policy and procedure to address any concern or problem voiced by the individual, and to provide individuals with a means to register, and to resolve grievances and appeals. CONTRACTOR shall ensure that the following procedures are followed:

1. When an individual expresses a concern regarding the dissatisfaction of any matter involving a contracted provider which include but are not limited to; the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a provider or employee, failure to respect the member's rights regardless of whether remedial action is requested, and the member's right to dispute an extension of time proposed by the BHP to make an authorization decision. CONTRACTOR shall determine the nature of the concern and, If the concern is easily fixed or poses a risk to others, it should be immediately resolved.
2. For all grievances, provide the individual with the Mental Health Grievance Form for Medi-Cal Eligible Beneficiaries (Grievance Form) and direct them to fill it out and return it to COUNTY's Grievance Coordinator in Quality Management r in the postage paid envelope. Grievances may also be taken verbally either in person or over the phone. CONTRACTOR is responsible for completing the Grievance form for oral grievances received.
3. Provide beneficiaries with reasonable assistance in completing forms and taking procedural steps including, but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
4. Notify COUNTY's Grievance Coordinator within 24 hours of the next business day via email, fax, or phone that a grievance has been made and provide the details of the grievance. Provide the individual's name, the date and time that the grievance was made and the name and contact information for any staff involved.
5. The COUNTY's Grievance Coordinator is responsible for notifications, acknowledgements, investigations, reporting, and resolutions. The COUNTY may request evidence of correction or information detailing that an issue has been adequately addressed by CONTRACTOR.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract, and (b) conduct the quality management activities called for by the contract.

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. Any requests for technical assistance by CONTRACTOR regarding any part of this agreement shall be directed to the COUNTY's designated contract monitor.

Performance Standards

CONTRACTOR shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include as a minimum, a system for verifying that all services provided and claimed for reimbursement shall meet specialty mental health service definitions and be documented accurately.

In evaluating the records of individuals served under this agreement, COUNTY will evaluate services with reference to applicable contract, state, and federal standards for service delivery and documentation to determine whether they qualify for payment under this agreement.

In the event COUNTY revises any required standards in the course of the contract year, the revised audit tool shall be provided to the CONTRACTOR, along with an explanation of the impact of any changes on the contractor.

COUNTY and CONTRACTOR agree to work collaboratively to develop key service quality indicators and outcomes and identify sources of reliable data to measure them. In addition, attributes and characteristics of persons served and other information needed shall be identified.

CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly.

CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as quarterly reports on incidents, accidents, and client complaints.

CONTRACTOR will provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.

Program Goal and Objective

Goal: Of those individuals admitted to the program, ***85% will move to a less structured setting within 18 months of admission***

Objective: Program participants will demonstrate an ***increase in their ability to function independently as indicated on the Independent Living Skills Survey (I.L.L.S.)***, which is administered monthly.

Program Reporting

CONTRACTOR will provide data to COUNTY on a quarterly basis to describe achievement or lack of achievement of this objective. Summaries of the I.L.L.S measure will be sent to COUNTY Adult Services Supervisor for review.

If Performance Objective is not achieved, CONTRACTOR will include a brief explanation of the obstacles that prevented this along with the CONTRACTOR's plan for addressing the obstacles.

EXHIBIT B-4
COMPENSATION AND FINANCIAL REPORTING

July 1, 2025 through June 30, 2026
(and each subsequent automatic annual renewal)

1. Compensation

- Total agreement maximum shall not exceed $1,256,000.00

2. Payment Structure/Rates

- Bed Day Rate/Treatment = $267.61 per day
- Bed Hold Rate = $160.57 per day
- Board & Care Rate (for clients with no income) $18.83 per day

Bed Holds

COUNTY shall compensate CONTRACTOR on a fee-for-services basis for services provided and documented as defined in Exhibit A. The COUNTY fee-for-service bed day rate for bed holds (defined as beds not occupied by Napa County clients but held for Napa County clients for more than one day) is $160.57. All bed holds must be authorized by COUNTY's Behavioral Health Division and shall be made through mutual determination by COUNTY's Behavioral Health Division and CONTRACTOR.

Board and Care

When clients are unable to pay for their Board and Care COUNTY will reimburse CONTRACTOR at the rate of $18.83 per day. Total reimbursement for Board and Care cannot exceed $74,220 per fiscal year.

Clients with Medi-Cal and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all Other Health Coverage (OHC) options prior to submitting claims to COUNTY for Medi-Cal reimbursement. The CONTRACTOR may bill the COUNTY for claims requiring OHC billing and the COUNTY will pre-pay the pending OHC claim. The CONTRACTOR must provide the Explanation of Benefits (EOB) or denial letter along with a copy of the original claim submitted to private insurance within 5 months from the date of service. If the EOB or denial letter is not received by the COUNTY within 5 months from the date of service, the COUNTY will offset the payment for the current period by this pre-paid amount.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal.

It is in the best interest of the client and CONTRACTOR to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC within 90-days from the date of claim submission, CONTRACTOR may presume denial from the OHC and submit a letter stating that no response was received from the OHC, along with a copy of the original claim submitted to the OHC.

The COUNTY makes every attempt to identify eligibility and notify CONTRACTOR if OHC eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that CONTRACTOR inquire with the client/guardian as to possible OHC and notify the COUNTY if OHC eligibility is discovered.

The COUNTY is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

3. Financial Reporting

Payment for program services is dependent upon provision of services and ongoing documentation of Medical Necessity standards for this level of care.

COUNTY shall withhold any payments for mental health services for which documentation of Medical Necessity by CONTRACTOR's Residential staff is not sufficient to claim the share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

4. HHSA Billing

A billing unit is defined as one (1) day of service. CONTRACTOR will submit a claim for each day of service by means of an invoice form and an itemized "Residential Mental Health Attendance" form which clearly identifies the dates in which the client was present in the program, received services, and met medical necessity criteria for billing Transitional Residential Mental Health Services.

5. Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall update its clinical and fiscal practices at the COUNTY's request where change is necessary to ensure the following:

a. Correct billing of Medi-Cal services by COUNTY to Short-Doyle/Medi-Cal (SD/MC);
b. Congruence with COUNTY requirements for documentation, clinical or fiscal; and,

c. Seamless integration with and use of electronic medical record, the electronic billing system, and other relevant aspects of the COUNTY's electronic software system.

6. Required Submissions

Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include available overall capacity, capacity by classification of services, and availability of services (i.e., 24/7, 5 days/week, 7 days/week, and hours, if applicable). COUNTY may also request estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template and monthly invoice template which correlates to services, capacity utilization tracking, and standardized FTE professional classification fields.

Service Invoices. CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all authorized contract services provided in the preceding *month*. CONTRACTOR shall use COUNTY's HHSA billing team service report to review and approve. Upon CONTRACTOR service approval, CONTRACTOR shall submit approved services as an invoice on agency letterhead with total amount due and service month and year to BHInvoices@countyofnapa.org.

Invoices for client board and care and supplemental costs. CONTRACTOR shall submit a separate *Monthly* itemized invoice to BHInvoices@countyofnapa.org for board and care and supplemental costs not covered by a client's SSI/SSA income by the *15th of each month* provided in the preceding *month*.

The invoice shall itemize all of the following

i. Client name(s)
ii. Program name
iii. Description of cost
iv. Total amount billed for each client cost

Annual Cost Report. CONTRACTOR may be required to submit an annual cost report. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Other Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
3. CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to Contractor's performance under this Agreement, including, but not limited to, Contractor's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
4. CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.
5. To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
6. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-346

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Jennifer M. Palmer, Director of Housing & Community Services

SUBJECT: Approval of Budget Amendment for transferred CoC HUD Grant expenses

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

Buckelew Programs ("Buckelew") is a long-time social service agency receiving local Continuum of Care (CoC) funds to provide permanent supportive housing ("PSH") and services to individuals formerly experiencing homelessness in Napa County. In early February 2025, Buckelew notified the Department of Housing & Community Services (HCS) of their intent to cease all service provision in Napa County. Termination of services includes the cessation of permanent supportive housing rental assistance and service provision to enrolled individuals under an open grant Buckelew has through the Department of Housing and Urban Development (HUD). The grant, Napa PSH 01.01.25 - 12.31.25, grant number CA0777L9T172315, has a period of performance of the calendar year 2025, with a total amount of $337,406 awarded. While the grant provides for all costs related to the housing support needed for the currently enrolled individuals, termination of their Napa program by Buckelew without transferring the HUD-awarded CoC PSH grant to another agency would result in the eleven individuals' immediate loss of housing. Buckelew's original grant proposal is included as part of the board item. A description of the project covered by the grant can be found beginning on page 29 of the original grant proposal.

The process to transfer an open CoC PSH project from one organization to another requires documentation that

the transfer is approved by the local CoC and a letter from the HUD Field Office approving the request. Both letters were submitted to the HUD Exchange from the Federal office. The transfer process can take several months to complete. The grant transfer request was submitted on March 12, 2025. Napa County and Buckelew Programs received notice of HUD approval on August 21, 2025 (HUD Grant CA0777L9T172315). All master leases and services formerly under Buckelew Programs were transferred to Napa County as of October 1, 2025. Buckelew continued to provide services after the transfer request and until the formal transfer in October. Services provided in July, August and September were not reimbursable directly to Buckelew in October because the grant had been transferred. Buckelew has now submitted a claim to the County for eligible services for that time period, under the grant transfer agreement.

Requested Actions:

1. Approve the application for and acceptance of the transfer of the Housing and Urban Development grant not to exceed $337,406 for Permanent Supportive Housing services, approve the grant transfer agreement (Agreement No. 8695) between Buckelew and Napa County, and authorize the Chair to execute all necessary grant related documents, and

2. Approve a Budget Amendment for the following in Homeless Programs Subdivison (2030002):

a. Increase in revenue of $93,000 in Federal Funding (account 43890)

b. Increase in appropriation of $93,000 in client provider services (account 52430).

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	There are no future grant transfer related costs to reimburse Buckelew.
Consequences if not approved:	Federal funds transferred to Napa County under grant No CA0777L9T172315 for certain Permanent Supportive Housing services provided by Buckelew Programs between July and September 2025 will be relinquished and Buckelew Programs will be unable to recover service costs incurred prior to the transfer.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed actions 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. 8695

GRANT TRANSFER AGREEMENT BETWEEN THE COUNTY OF NAPA AND BUCKELEW PROGRAMS FOR THE TRANSFER OF GRANT NUMBER CA0777L9T172315 AWARDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

THIS GRANT TRANSFER AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2025, by and between the County of Napa (“County”), a political subdivision of the State of California, and Buckelew Programs, a 501(c)3 nonprofit corporation (“Buckelew”), with its principal place of business at 201 Alameda del Prado, Novato, California.

RECITALS

WHEREAS, Buckelew provides supported housing and behavioral health services in the North Bay and in Napa County; and

WHEREAS, Buckelew is the recipient of a grant from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (“HUD”) for the project titled "Napa PSH 01.01.25-12.31.25, Grant Number CA0777L9T172315" (hereinafter referred to as the "Grant") to provide supportive living programs in Napa County “Project”); and

WHEREAS, Buckelew is no longer able to continue the Project; and

WHEREAS, Buckelew would like to transfer the Grant to County so that County can continue the provision of services under the Grant; and

WHEREAS, the County is willing to accept the Grant and continue the Project as described in the original grant proposal, attached here to as Exhibit A.

TERMS

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GRANT TRANSFER

A. Buckelew hereby transfers and assigns to County all of its rights, interests, and obligations under the Grant, including but not limited to all remaining Grant funds, intellectual property, and other assets related to the Grant. County hereby accepts transfer of the Grant and agrees to assume all rights, interests, and obligations under the Grant as of the date of the approved transfer.

B. Condition Precedent: Transfer of the Grant from Buckelew to County shall become effective upon approval of the transfer by HUD. If HUD does not approve the contemplated transfer, this Agreement shall become null and void.

2. PROJECT CONTINUATION

Upon HUD approval of the Grant transfer, County agrees to continue the Project as described in the original Grant proposal, subject to any necessary adjustments or modifications required or approved by the HUD. County will submit any necessary updates or progress reports to the HUD in a timely manner.

3. BUDGET AND FINANCING

Upon HUD approval of the Grant transfer, all funds remaining from the Grant shall be transferred to the County, subject to the terms and conditions of the Grant and any applicable regulations of the HUD.

4. COMPLIANCE

A. Buckelew attests that it has complied with all of the terms and conditions of the Grant and all application regulations of HUD. Bucklew hereby accepts liability for all funds expensed and activities conducted prior to the transfer and hereby agrees to defend, indemnify and hold County harmless from any claims, suits, proceedings, loss or liabilities, including reasonable attorney's fees, arising out of or in connection with any acts or omissions of Bucklew, or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations that were required of Buckelew under the Grant prior to the transfer.

B. Napa County agrees to comply with all terms and conditions of the Grant and any applicable regulations of the HUD. Liability for all funds expensed and activities conducted after the transfer are with the Napa County.

C. Buckelew will has maintained accurate financial and client records of all Grant-related activities until the transfer date and will maintain those records for a period of not less than seven (7) years, or longer if required by the Grant, for any future compliance review or audit.

D. Buckelew and Napa County agree to fully cooperate with HUD and the Napa City and County Continuum of Care conduct a review the grant performance for the performance period.

5. NOTICES

All notices, bills, and payments shall be made in writing and may be given by personal delivery by mail. Notices, bills and payments sent by mail shall be addressed as follows:

County:
County of Napa
South Campus

2751 Napa Valley Corporate Drive
Building B
Napa, CA 94558
Attention: Housing & Community Services

Buckelew:
201 Alameda del Prado
Novato, California, 94949
Attn: Chris Kughn

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual personal delivery. Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

6. GOVERNING LAW

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

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

BUCKELEW PROGRAMS

By: Chris Kughn
Chris Kughn, LMFT, Chief Executive Officer

NAPA COUNTY, a political subdivision of the State of California

By:_____
Anne Cottrell, Chair of the
Board of Supervisors

Approved as to Form:

By: *waived per Buckelew*
_____

_____, Counsel for
Buckelew Programs

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *S. Darbinian* Deputy Date: April 8, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A

Grant Proposal

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD.gov at https://www.hud.gov/program_offices/comm_planning/coc.
- Questions regarding the FY 2024 CoC Program Competition process must be submitted to CoCNOFO@hud.gov.
- Questions related to e-snaps functionality (e.g., password lockout, access to user's application account, updating Applicant Profile)must be submitted to e-snaps@hud.gov.
- Project applicants are required to have a Unique Entity Identifier (UEI) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2024 Continuum of Care (CoC) Program Competition. For more information see FY 2024 CoC Program Competition NOFO.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2024 CoC Program NOFO.
- Detailed instructions and e-snaps navigation guides can be found on the hud.gov website https://www.hud.gov/program_offices/comm_planning/coc/competition. The Detailed Instructions contain more comprehensive instructions and so should be used in tandem with the navigational guides.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2023 Project Application will be imported into the FY 2024 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- YHDP projects that are eligible for renewal under the CoC program may only use the YHDP Renewal or YHDP Replacement and Reallocation funding opportunities. Please review the NOFO for eligibility standards.
- Rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2024 CoC Program Competition NOFO.

1A. SF-424 Application Type

1. Type of Submission:	Application
2. Type of Application:	Renewal Project Application
If "Revision", select appropriate letter(s):	
If "Other", specify:	
3. Date Received:	09/10/2024
4. Applicant Identifier:	
5a. Federal Entity Identifier:	
5b. Federal Award Identifier: This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).	CA0777
Check to confrim that the Federal Award Identifier has been updated to reflect the most recently awarded grant number	X
6. Date Received by State:	
7. State Application Identifier:	

1B. SF-424 Legal Applicant

8. Applicant	
a. Legal Name:	Buckelew Programs
b. Employer/Taxpayer Identification Number (EIN/TIN):	23-7088977
c. Unique Entity Identifier:	HLB2FVTP3MP3
d. Address	
Street 1:	201 Alameda del Prado
Street 2:	Ste. 103
City:	Novato
County:	Marin
State:	California
Country:	United States
Zip / Postal Code:	94949
e. Organizational Unit (optional)	
Department Name:	
Division Name:	
f. Name and contact information of person to be contacted on matters involving this application	
Prefix:	Ms.
First Name:	Kathy
Middle Name:	
Last Name:	Sparrow
Suffix:	
Title:	Finance Manager
Organizational Affiliation:	Buckelew Programs
Telephone Number:	(415) 457-6966
Extension:	410

Fax Number: (415) 721-0281
Email: kathys@buckelew.org

1C. SF-424 Application Details

9. Type of Applicant: M. Nonprofit with 501C3 IRS Status

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program
CFDA Number: 14.267

12. Funding Opportunity Number: FR-6800-N-25
Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:
Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (State(s) only): (for multiple selections hold CTRL key) California

15. Descriptive Title of Applicant's Project: Napa PSH 01.01.25-12.31.25

16. Congressional District(s):

a. Applicant: (for multiple selections hold CTRL key) CA-002, CA-004

b. Project: (for multiple selections hold CTRL key) CA-002, CA-004

17. Proposed Project

a. Start Date: 01/01/2025

b. End Date: 12/31/2025

18. Estimated Funding ($)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process?	a. Yes
If "YES", enter the date this application was made available to the State for review:	09/05/2023
20. Is the Applicant delinquent on any Federal debt?	No
If "YES," provide an explanation:	

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE: X

21. Authorized Representative

Prefix:	Mr.
First Name:	John
Middle Name:	Christopher
Last Name:	Kughn
Suffix:	
Title:	Chief Executive Officer
Telephone Number: (Format: 123-456-7890)	(415) 457-6966
Fax Number: (Format: 123-456-7890)	(415) 721-0281
Email:	chrisk@buckelew.org
Signature of Authorized Representative:	Considered signed upon submission in e-snaps.
Date Signed:	09/10/2024

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880
U.S. Department of Housing and Urban Development
OMB Number: 2501-0017 Expiration Date: 01/31/2026

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name:	Buckelew Programs
Prefix:	Mr.
First Name:	John
Middle Name:	Christopher
Last Name:	Kughn
Suffix:	
Title:	Chief Executive Officer
Organizational Affiliation:	Buckelew Programs
Telephone Number:	(415) 457-6966
Extension:	401
Email:	chrisk@buckelew.org
City:	Novato
County:	Marin
State:	California
Country:	United States
Zip/Postal Code:	94949

2. Employer ID Number (EIN): 23-7088977

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received: $314,661.00

(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, City and State) of the project or activity.

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? (For further information, see 24 CFR Sec. 4.3). Yes

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9. Yes

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
NA	NA	$0.00	NA
NA	NA	$0.00	NA
NA	NA	$0.00	NA
NA	NA	$0.00	NA
NA	NA	$0.00	NA

Note: If additional sources of Government Assistance, please use the "Other Attachments" screen of the project applicant profile.

Part III Interested Parties

Do you need to disclose interested parties for this grant according to the criteria below?	No

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed $10,000 for each violation.	X
Name / Title of Authorized Official:	John Kughn, Chief Executive Officer
Signature of Authorized Official:	Considered signed upon submission in e-snaps.
Date Signed:	09/10/2024

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Buckelew Programs

Program/Activity Receiving Federal Grant Funding: CoC Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

	I certify that the above named Applicant will or will continue to provide a drug-free workplace by:		
a.	Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e.	Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b.	Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f.	Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c.	Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g.	Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d.	Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;		

Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)
Workplaces, including addresses, entered in the attached project application.
Refer to addresses entered into the attached project application.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.	X

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix:	Mr.
First Name:	John
Middle Name	Christopher
Last Name:	Kughn
Suffix:	
Title:	Chief Executive Officer
Telephone Number: (Format: 123-456-7890)	(415) 457-6966
Fax Number: (Format: 123-456-7890)	(415) 721-0281
Email:	chrisk@buckelew.org
Signature of Authorized Representative:	Considered signed upon submission in e-snaps.
Date Signed:	09/10/2024

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:	X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization:	Buckelew Programs
Name / Title of Authorized Official:	John Kughn, Chief Executive Officer
Signature of Authorized Official:	Considered signed upon submission in e-snaps.
Date Signed:	09/10/2024

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.
Approved by OMB: 4040-0013 (exp. 02/28/2025)

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program?	No
Legal Name:	Buckelew Programs
Street 1:	201 Alameda del Prado
Street 2:	Ste. 103
City:	Novato
County:	Marin
State:	California
Country:	United States
Zip / Postal Code:	94949

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I certify that this information is true and complete. [X]

Authorized Representative

Prefix:	Mr.
First Name:	John
Middle Name:	Christopher
Last Name:	Kughn
Suffix:	
Title:	Chief Executive Officer
Telephone Number: (Format: 123-456-7890)	(415) 457-6966
Fax Number: (Format: 123-456-7890)	(415) 721-0281
Email:	chrisk@buckelew.org
Signature of Authorized Official:	Considered signed upon submission in e-snaps.
Date Signed:	09/10/2024

IK. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007
Expiration Date: 02/28/2025

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1.	Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2.	Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3.	Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4.	Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5.	Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6.	Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination
	on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7.	Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8.	Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.	Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327¬333), regarding labor standards for federally-assisted construction subagreements.

10.	Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11.	Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93¬205).

12.	Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13.	Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14.	Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15.	Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16.	Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17.	Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18.	Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19.	Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify: X

Authorized Representative for: Buckelew Programs

Prefix: Mr.

First Name: John

Middle Name:	Christopher
Last Name:	Kughn
Suffix:	
Title:	Chief Executive Officer
Signature of Authorized Certifying Official:	Considered signed upon submission in e-snaps.
Date Signed:	09/10/2024

Information About Submission without Changes

Follow the instructions below making note of the exceptions and limitations to the “Submit Without Changes” process.

In general, HUD expects a project’s proposed project application information will remain the same from year-to-year unless changes are directed by HUD or approved through the grant agreement amendment process. However, HUD expects applicants to carefully review their information to determine if submitting without changes accurately reflects the expiring grant requesting renewal.

The data from previously submitted new and renewal project applications can be imported into a FY 2024 renewal project application. The “Submit without Changes” process is not applicable for first time renewing project applications or for a project application that did not import FY 2023 information and e-snaps will automatically be set to “Make Changes” and all questions on each screen must be updated.

Renewal projects that select “Yes - Individual Application in a Renewal Grant Consolidation” on the Renewal Grant Consolidation or Renewal Grant Expansion Screen may not use the “Submit Without Changes” process and esnaps will automatically be set to “Make Changes”. In addition, esnaps will automatically be set to “Make Changes” if the project applicant indicates on the Renewal Grant Consolidation or Renewal Grant Expansion Screen, this project application is for a “Yes - Stand-Alone Renewal Application in a New Grant Expansion” project application.

The e-snaps screens that remain “open” for required annual updates and do not affect applicants’ ability to select “Submit without Changes” are:
- Recipient Performance Screen
- Consolidation and Expansion
- Screen 3A. Project Detail
- Screen 6A. Funding Request
- Screen 6D. Sources of Match
Screen 6E. Summary Budget - All of Part 7: Attachments and Certification; and
- All of Part 8: Submission Summary.

All other screens in Part 2 through Part 6 begin in “Read-Only” format and should be reviewed for accuracy; including any updates that were made to the 2023 project during the CoC Post Award Issues and Conditions process or as amended. If all the imported data is accurate and no edits or updates are needed to any screens other than the mandatory screens and questions noted above, project applicants should select “Submit Without Changes” in Part 8. If project applicants imported data and do need to make updates to the information on one or more screens, they must navigate to Part 8: “Submission Without Changes” Screen, select “Make Changes”, and check the box next to each relevant screen title to unlock screens for editing. After project applicants select the screens they intend to edit via checkboxes, click "Save" and those screens will be available for edit. Once a project applicant selects a checkbox and clicks "Save", the project applicant cannot uncheck the box.

Please refer to the Detailed Instructions and e-snaps navigation guides found on HUD.gov to find more in depth information about applying under the FY 2024 CoC Competition.

Submission Without Changes

1. Are the requested renewal funds reduced from the previous award due to reallocation? No

2. Do you wish to submit this application without making changes? Please refer to the guidelines below to inform you of the requirements. Make changes

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2 - Subrecipient Information	
2A. Subrecipients	☐
Part 3 - Project Information	
3A. Project Detail	X
3B. Description	☐
3C. Dedicated Plus	☐
Part 4 - Housing Services and HMIS	
4A. Services	☐
4B. Housing Type	☐
Part 5 - Participants and Outreach Information	
5A. Households	☐
5B. Subpopulations	☐
Part 6 - Budget Information	
6A. Funding Request	☐
6B. Leased Units	X
6D. Match	X
6E. Summary Budget	X
Part 7 - Attachment(s) & Certification	

7A. Attachment(s)	X
7B. Certification	X

You have selected "Make Changes" to question #2 above. Provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

The only changes that were made were to update the lease amount and the operating amount to match the prior year Grant Agreement.

You have selected "Make Changes." Once this screen is saved, you will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

Recipient Performance

1. Did you submit your previous year's Annual Performance Report (APR) on time?	Yes
2. Do you have any unresolved HUD Monitoring or OIG Audit finding(s) concerning any previous grant term related to this renewal project request?	No
3. Do you draw funds quarterly for your current renewal project?	Yes
4. Have any funds remained available for recapture by HUD for the most recently expired grant term related to this renewal project request?	No

Renewal Grant Consolidation or Renewal Grant Expansion

The CoC Competition will continue offering opportunities to expand or consolidate CoC projects.

1. Expansions and Consolidations will no longer be required to submit a combined version of the application.
   a. Expansions will be required to ONLY submit a Stand-Alone Renewal and a Stand-Alone New application.
   b. Consolidations will be required to ONLY submit a Survivor grant and a terminating grant. Up to 10 grants may be involved in a consolidation (Survivor + 9 Terminating grants)

2. Since no combined version will be submitted for either the Expansion or Consolidation, the combining of data will occur at Post-Award. HUD HQ will combine all units, beds and budgets prior to the Post-Award process. The field office and applicant will then be required to combine remaining project data at C1.9a (recipient step). HUD HQ will provide a data report with the data all combined. All that will be required for applicants to do is a simple copy and paste.

We hope this process will simplify and reduce any confusion when submitting expansions or consolidations. If you have any questions, please contact the AAQ.

1. Is this renewal project application requesting to consolidate or expand? No

If "No" click on "Next" or "Save & Next" below to move to the next screen.

2A. Project Subrecipients

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the icon. To view or update subrecipient information already listed, select the view option.

Total Expected Sub-Awards: $0

Organization	Type	Sub-Award Amount
This list contains no items		

3A. Project Detail

1. Expiring Grant Project Identification Number (PIN): (e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)	CA0777
2. CoC Number and Name:	CA-517 - Napa City & County CoC
3. CoC Collaborative Applicant Name:	County of Napa
4. Project Name:	Napa PSH 01.01.25-12.31.25
5. Project Status:	Standard
6. Component Type:	PH
6a. Select the type of PH project.	PSH
7. Is your organization, or subrecipient, a victim service provider defined in 24 CFR 578.3?	No
8. Does this project include Replacement Reserves as a CoC Operating Cost? (Attachment Requirement)	No
9. Is this project applying for Rural costs on screen 6A?	No

3B. Project Description

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Provide a description that addresses the entire scope of the proposed project.

The Napa PSH program provides permanent supportive housing to 11 individuals who have a history of homelessness and who are also experiencing a mental illness, including persons experiencing chronic homelessness. Buckelew Programs uses Housing Frist Practices and participates in the Coordinated Entry Program for the referral process.

Supportive services are offered which helps individuals to learn skills and increase their self- sufficiency towards achieving a greater level of independent living skills. Staff members work within the philosophy that individuals should have a home that they choose, normal roles, in a non-time limited setting, individualized flexible services and long- term support in the most facilitative environment. Staff members work closely with persons to help identify recovery goals and assist in finding meaningful activity consistent with those goals.

Staff offers individual and group meetings that cover a range of topics such as symptom management, medication education, smoking cessation, nutrition and exercise, cooking and grocery shopping, as well as budgeting and money management. Supportive mental health rehabilitation services include: assistance with individual needs for problem solving, conflict resolution, coping skills, medication management, goal setting, access to community activities and services, dual diagnosis services and health care. Crisis intervention is provided with 24 hour on-call accessibility. Services provided teach and enhance movement towards increased self- sufficiency and to reduce or eliminate functional impairments cause by mental illness. These services are offered to help clients to maintain or increase income, maintain housing and to decrease hospitalizations or crisis stays.

The program coordinates with partners such as Napa County Health and Human Services Agency, Community Action of Napa Valley and Ole Health to provide mental health services, case management, substance abuse treatment, food pantry items and other services.

Projected outcomes: 82% of participants will remain in or exit to permanent housing during the operating year, 73% will maintain or increase their total income as of the end of the operating year or at program exit and 82% will not require psychiatric hospitalizations during the operating year.

Permanent supportive housing for persons experiencing mental illness and chronic homelessness is a critical need in Napa County, and Buckelew Programs would not be able to implement this project without CoC Funding. According to the 2016 PIT, there are 98 chronically homeless individuals in Napa, and 41 of them are un sheltered. Furthermore, 120 adults identified in the 2016 PIT duffer from a serious mental illness, and 39 of them are unsheltered.

2. Check the appropriate box(s) if this project will have a specific subpopulation focus. (Select all that apply)

N/A - Project Serves All Subpopulations	☐	Survivors	☐
Veterans	☐	Substance Use Disorders	☐

Youth (under 25)		Mental Illness	X
Families with Children		HIV/AIDS	
		Chronic Homeless	X
		Other(Click 'Save' to update)	

3. Housing First

3a. Does the project quickly move participants into permanent housing Yes

3b. Does the project enroll program participants who have the following barriers? Select all that apply.

Having too little or little income	X
Active or history of substance use	X
Having a criminal record with exceptions for state-mandated restrictions	X
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	X
None of the above	

3c. Will the project prevent program participant termination for the following reasons? Select all that apply.

Failure to participate in supportive services	X
Failure to make progress on a service plan	X
Loss of income or failure to improve income	X
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	X
None of the above	

3d. Does the project follow a "Housing First" approach? Yes

3C. Dedicated Plus

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

100% Dedicated or DedicatedPLUS

A "100% Dedicated" project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families.

A "DedicatedPLUS" project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria:

(1) experiencing chronic homelessness as defined in 24 CFR 578.3;
(2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;
(3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;
(4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;
(5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or
(6) receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds were dedicated to individuals and families experiencing chronic homelessness under the grant that is being renewed may either be reallocated as a DedicatedPLUS project or may continue as a renewal dedicating 100 percent of its beds to individuals and families experiencing chronic homelessness. If the project is reallocated as a DedicatedPLUS project, the project must adhere to all fair housing requirements at 24 CFR 578.93.

1. Is this project “100% Dedicated,” “DedicatedPLUS,” or "N/A"? (Only select "N/A" if this project was originally awarded as a grant that did not have requirements to only serve persons experiencing chronic homelessness and meets the definition of “non-dedicated permanent supportive housing beds” in the NOFO Section III.B.2.r).	100% Dedicated

4A. Supportive Services for Program Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. For all supportive services available to program participants, indicate who will provide them and how often they will be provided.
Click 'Save' to update.

Supportive Services		Provider	Frequency
Assessment of Service Needs		Applicant	As needed
Assistance with Moving Costs		Non-Partner	As needed
Case Management		Applicant	As needed
Child Care			
Education Services		Non-Partner	As needed
Employment Assistance and Job Training		Non-Partner	As needed
Food		Non-Partner	As needed
Housing Search and Counseling Services		Applicant	As needed
Legal Services		Non-Partner	As needed
Life Skills Training		Applicant	As needed
Mental Health Services		Partner	As needed
Outpatient Health Services		Non-Partner	As needed
Outreach Services		Non-Partner	As needed
Substance Abuse Treatment Services		Partner	As needed
Transportation		Applicant	As needed
Utility Deposits		Non-Partner	As needed

Identify whether the project includes the following activities:

2. Transportation assistance to program participants to attend mainstream benefit appointments, employee training, or jobs? Yes

3. Annual follow-up with program participants to ensure mainstream benefits are received and renewed? Yes

4. Will program participants have access to SSI/SSDI technical assistance provided by the project applicant, subrecipient, or partner agency?	Yes
4a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months?	Yes

4B. Housing Type and Location

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 11

Total Beds: 11

Total Dedicated CH Beds: 11

Housing Type	Housing Type (JOINT)	Units	Beds
Scattered-site apartments (...	---	3	3
Scattered-site apartments (...	---	4	4
Scattered-site apartments (...	---	3	3
Scattered-site apartments (...	---	1	1

4B. Housing Type and Location Detail

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 3

b. Beds: 3

c. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 3

This includes both the “dedicated” and “prioritized” beds from previous competitions.

3. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project’s administration office. Projects serving survivors, including victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking, may use a PO Box, organizational address, or other anonymous address as necessary to ensure the safety of participants.

Street 1: 2052, 2053 Wilkins Avenue

Street 2: 1443 Division Street

City: 062406 Napa

State: California

ZIP Code: 94559

4. Select the geographic area(s) associated with the address: (for multiple selections hold CTRL Key)

062406 Napa City

4B. Housing Type and Location Detail

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 4

b. Beds: 4

c. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 4

This includes both the "dedicated" and "prioritized" beds from previous competitions.

3. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving survivors, including victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking, may use a PO Box, organizational address, or other anonymous address as necessary to ensure the safety of participants.

Street 1: 1443 Division Street

Street 2:

City: Napa

State: California

ZIP Code: 94559

4. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)

062406 Napa City

4B. Housing Type and Location Detail

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 3

b. Beds: 3

c. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 3

This includes both the “dedicated” and “prioritized” beds from previous competitions.

3. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project’s administration office. Projects serving survivors, including victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking, may use a PO Box, organizational address, or other anonymous address as necessary to ensure the safety of participants.

Street 1: 1219 Jerrerson Street

Street 2:

City: Napa

State: California

ZIP Code: 94559

4. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)

062406 Napa City

4B. Housing Type and Location Detail

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 1

b. Beds: 1

c. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 1

This includes both the "dedicated" and "prioritized" beds from previous competitions.

3. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving survivors, including victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking, may use a PO Box, organizational address, or other anonymous address as necessary to ensure the safety of participants.

Street 1: 1415 Fourth Street

Street 2:
City: Napa
State: California
ZIP Code: 94559

4. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)

062406 Napa City

5A. Program Participants - Households

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions

	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Number of Households	0	11	0	11

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Persons over age 24	0	11		11
Persons ages 18-24	0	0		0
Accompanied Children under age 18	0		0	0
Unaccompanied Children under age 18			0	0
Total Persons	0	11	0	11

Click Save to automatically calculate totals

5B. Program Participants - Subpopulations

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

Persons in Households with at Least One Adult and One Child

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24										
Persons ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

Persons in Households without Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	11	0	0	8	2	11	5	5		
Persons ages 18-24	0	0	0	0	0	0	0	0		
Total Persons	11	0	0	8	2	11	5	5	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Accompanied Children under age 18										
Unaccompanied Children under age 18										

Total Persons	0			0	0	0	0	0	0	0

6A. Funding Request

VAWA Budget

In FY2024, the Violence Against Women Act (VAWA) has clarified the use of CoC Program funds for VAWA eligible cost categories. These VAWA cost categories can be added to a new project application to create a CoC VAWA Budget Line Item (BLI) in e-snaps and eLOCCS. The BLI will be added to grant agreements and utilized the same as other CoC Program BLIs in e-snaps and eLOCCS. Eligible CoC VAWA costs can be identified in one or both of the following CoC VAWA categories. Examples of eligible costs in these cost categories are identified as follows:

A. VAWA Emergency Transfer Facilitation. Examples of eligible costs include the costs of assessing, coordinating, approving, denying, and implementing a survivor's emergency transfer(s). Additional details of eligible costs include:
- Moving Costs. Assistance with reasonable moving costs to move survivors for an emergency transfer(s).
- Travel Costs. Assistance with reasonable travel costs for survivors and their families to travel for an emergency transfer(s). This may include travel costs to locations outside of your CoC's geography.
- Security Deposits. Grant funds can be used to pay for security deposits of the safe unit the survivor is transferring to via an emergency transfer(s).
- Utilities. Grant funds can be used to pay for costs of establishing utility assistance in the safe unit the survivor is transferring to.
- Housing Fees. Grant funds can be used to pay fees associated with getting survivors into a safe unit via emergency transfer(s), including but not limited to application fees, broker fees, holding fees, trash fees, pet fees where the person believes they need their pet to be safe, etc.
- Case Management. Grant funds can be used to pay staff time necessary to assess, coordinate, and implement emergency transfer(s).
- Housing Navigation. Grant funds can be used to pay staff time necessary to identify safe units and facilitate moves into housing for survivors through emergency transfer(s).
- Technology to make an available unit safe. Grant funds can be used to pay for technology that the individual believes is needed to make the unit safe, including but not limited to doorbell cameras, security systems, phone, and internet service when necessary to support security systems for the unit, etc.

B. VAWA Confidentiality Requirements.Examples of eligible costs for ensuring compliance with VAWA confidentiality requirements include:
- Monitoring and evaluating compliance.
- Developing and implementing strategies for corrective actions and remedies to ensure compliance.
- Program evaluation of confidentiality policies, practices, and procedures.
- Training on compliance with VAWA confidentiality requirements.
- Reporting to CoC Collaborative Applicant, HUD, and other interested parties on compliance with VAWA confidentiality requirements.
- Costs for establishing methodology to protect survivor information.
- Staff time associated with maintaining adherence to VAWA confidentiality requirements.

Enter the estimated amount(s) you are requesting for this project's Emergency Transfer Facilitation costs and VAWA Confidentiality Requirements costs for one or both of these eligible CoC VAWA cost categories. The CoC VAWA BLI Total amount can be expended for any eligible CoC VAWA cost identified above.

1. Will this project use funds from this grant to provide for emergency transfer facilitation, which includes the costs of assessing, coordinating, approving, denying and implementing a survivor's emergency transfer per Section III.B.4.a.(3) (a) of the NOFO?	No
2. Will this project use funds from this grant to provide for VAWA confidentiality requirements, which includes the costs of ensuring compliance with the VAWA confidentiality requirements per Section III.B.4.a.(3) (b) of the NOFO?	No

Rural Cost Budget

In FY2024, the CoC Program has added eligible rural cost budget categories to be added in a new CoC Rural Cost Budget Line Item (BLI). The BLI will be added to grant agreements and utilized the same as other CoC Program BLIs in e-snaps and eLOCCS. There are three CoC Program rural cost categories that can be requested for your CoC Rural Cost BLI.

- Short-term emergency lodging to include housing in motels or shelters, either by providing direct funding or through vouchers.
- Repairs to housing units in where individuals and families experiencing homelessness will be housed, including housing units.
- Staff Training to include professional development, skill development, and staff retention activities.

3. Will this project use funds from this grant to provide for short-terms emergency lodging, repairs to housing units and staff training per Section III.B.4.b.(3) (a) of the NOFO?	No
4. Does this project propose to allocate funds according to an indirect cost rate?	No
5. Renewal Grant Term: This field is pre-populated with a one-year grant term and cannot be edited:	1 Year

6. Select the costs for which funding is requested:

Leased Units	X
Leased Structures	
Rental Assistance	

Supportive Services	X
Operating	X
HMIS	
VAWA	X
Rural	

The VAWA BLI is permanently checked. This allows any project to shift funds up to a 10% shift from another BLI if VAWA emergency transfer costs are needed.

6B. Leased Units Budget

The following list summarizes the funds being requested for one or more units leased for operating the projects. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Annual Assistance Requested:	$192,116
Grant Term:	1 Year
Total Request for Grant Term:	$192,116
Total Units:	11

The number of beds for which funding has been requested in the Leased Units budget is 11.

FMR Area	Total Units Requested	Total Annual Budget Requested	Total Budget Requested
CA - Napa, CA MSA...	11	$192,116	$192,116

Leased Units Budget Detail

Enter the appropriate values in the "Number of Units" AND "Total Request" fields.

Metropolitan or non-metropolitan fair market rent area: CA - Napa, CA MSA (0605599999)

Leased Units Annual Budget

Size of Units	# of Units (Applicant)	Total Request (Applicant)
SRO		
0 Bedroom		
1 Bedroom	11	
2 Bedroom		
3 Bedroom		
4 Bedroom		
5 Bedroom		
6 Bedroom		
7 Bedroom		
8 Bedroom		
9 Bedroom		
Total Units and Annual Assistance Requested	11	$192,116
Grant Term		1 Year
Total Request for Grant Term		$192,116

Click the 'Save' button to automatically calculate totals.

6D. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the icon. To view or update a Match source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	$31,520
Total Value of In-Kind Commitments:	$0
Total Value of All Commitments:	$31,520

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? Yes

1a. Briefly describe the source of the program income:

Client rents that are received are classified as program income

1b. Estimate the amount of program income that will be used as Match for this project: $31,520

Type	Source	Contributor	Value of Commitments
Cash	Private	Program income	$31,520

Sources of Match Detail

1. Type of Match Commitment:	Cash
2. Source:	Private
3. Name of Source: (Be as specific as possible and include the office or grant program as applicable)	Program income
4. Amount of Written Committment:	$31,520

6E. Summary Budget

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2018 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2018, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs (Light gray fields are available for entry of the previous grant agreement, GIW, approved GIW Change Form, or reduced by reallocation)	Applicant CoC Program Costs Requested (1 Year Term)
1a. Leased Units (Screen 6B)	$192,116
1b. Leased Structures (Enter)	$0
2. Rental Assistance (Screen 6C)	$0
3. Supportive Services (Enter)	$72,822
4. Operating (Enter)	$35,330
5. HMIS (Enter)	$0
6. VAWA (Enter)	$0
7. Rural (Enter) (Only for HUD CoC Program approved rural areas)	$0
8. Sub-total of CoC Program Costs Requested	$300,268
9. Admin (Up to 10% of Sub-total in #8)	$14,393
10. HUD funded Sub-total + Admin. Requested	$314,661
11. Cash Match (From Screen 6D)	$31,520
12. In-Kind Match (From Screen 6D)	$0
13. Total Match (From Screen 6D)	$31,520
14. Total Project Budget for this grant, including Match	$346,181

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No	Cash Match	08/24/2022
3) Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description: Cash Match

Attachment Details

Document Description:

7B. Certification

Applicant and Recipient Assurances and Certifications - form HUD-424B (Title) U.S. Department of Housing and Urban Development OMB Approval No. 2501-0017 (expires 01/31/2026)

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39. By submitting this form, you are stating that to the best of your knowledge and belief, all assertions are true and correct.

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

Name of Authorized Certifying Official: John Kughn

Date: 09/10/2024

Title: Chief Executive Officer

Applicant Organization: Buckelew Programs

PHA Number (For PHA Applicants Only):

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties.(18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).	X

8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	09/10/2024
1B. SF-424 Legal Applicant	09/10/2024
1C. SF-424 Application Details	No Input Required

1D. SF-424 Congressional District(s)	09/10/2024
1E. SF-424 Compliance	09/10/2024
1F. SF-424 Declaration	09/10/2024
1G. HUD 2880	09/10/2024
1H. HUD-50070	09/10/2024
1I. Cert. Lobbying	09/10/2024
1J. SF-LLL	09/10/2024
IK. SF-424B	09/10/2024
Submission Without Changes	09/10/2024
Recipient Performance	09/10/2024
Renewal Grant Consolidation or Renewal Grant Expansion	09/10/2024
2A. Subrecipients	No Input Required
3A. Project Detail	09/10/2024
3B. Description	09/10/2024
3C. Dedicated Plus	09/10/2024
4A. Services	09/10/2024
4B. Housing Type	09/10/2024
5A. Households	09/10/2024
5B. Subpopulations	No Input Required
6A. Funding Request	09/10/2024
6B. Leased Units	09/10/2024
6D. Match	09/10/2024
6E. Summary Budget	No Input Required
7A. Attachment(s)	09/10/2024
7B. Certification	09/10/2024

Buckelew Programs

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August 19, 2022
U.S. Department of Housing & Urban Development
Office of CP&D
200 North High Street
Columbus, OH 43215-2499

Re: Cash Match commitment to the Napa PSH Project #194440

To Whom it May Concern:

Buckelew Programs commits to provide a contribution of $30,636 over the next year to the Napa PSH Program in matching funds. Our contribution will be available beginning January 1, 2024 through December 31, 2024. The source of these funds is program income from client rent. Buckelew Programs will keep and make available, for inspection, records documenting the cash match provided.

Sincerely,

John Christopher Kughn
Chief Executive Officer

NOVATO | 415.457.6964
Central Office
201 Alameda del Prado
Suite 103
Novato, CA 94949

NAPA | 707.253.2528
1100 Lincoln Avenue
Suite 102
Napa, CA 94558

SANTA ROSA | 707.571.5581
2300 Northpoint Parkway
Santa Rosa, CA 95407

SAN RAFAEL | 415.492.0818
Helen Vine Recovery Center
291 Smith Ranch Road
San Rafael, CA 94903

Grant Number: CA0777L9T172315
Period of Performance: 01-01-2025 to 12-31-2025
Recipient Tax ID Number: 23-7088977
Replacement Recipient Tax ID: 94-6000525
Recipient UEI Number: HLB2FVTP3MP3
Replacement Recipient UEI Number: YLX2B1GBX891

AMENDMENT TO THE CONTINUUM OF CARE GRANT AGREEMENT FOR RECIPIENT CHANGE

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Buckelew Programs, (the Recipient), of 201 Alameda del Prado, Suite 103, Novato, CA 94949 and Napa County Department of Housing and Community Services (the Replacement Recipient), of 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558.

RECITALS

1. HUD and the Recipient entered into a Grant Agreement signed by Recipient on February 13, 2025, and HUD on December 20, 2024, having Grant No. CA0777L9T172315 (the Grant Agreement).

2. The Recipient will no longer continue to be the Recipient of the Grant Agreement because of the recipient's inability to leverage this grant with complementary funding sources.

3. The Replacement Recipient has submitted evidence acceptable to HUD that the Replacement Recipient is eligible to be a recipient of a COC program grant and meets the capacity criteria in the Notice Of Funding Opportunity under which the grant was awarded.

4. The Replacement Recipient has submitted to HUD all required Application documents and certifications; and all required Technical Submission documents, including certifications, assurances, information, and documentation required to meet any conditions, which HUD has approved.

5. HUD has determined the Replacement Recipient should assume the obligations of Recipient for the remainder of the term of the Grant Agreement.

6. The parties are desirous of amending the Grant Agreement to change the recipient, so that as of the effective date of this Amendment to the Grant Agreement, Replacement Recipient will be bound by the Grant Agreement in place of Recipient.

AGREEMENTS

The Grant Agreement is hereby amended as follows:

1. The Recipient is hereby removed as recipient and replaced with the Replacement Recipient, and Replacement Recipient agrees to be bound by the Grant Agreement in place of Recipient.

2. The definition of the term "Application" is amended to include all certifications and documents submitted by the Replacement Recipient to HUD, on the basis of which HUD approved replacing the Recipient with the Replacement Recipient.

3. Notices to the Replacement Recipient shall be directed to Napa County Department of Housing and Community Services, of 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558.

4. The Replacement Recipient agrees to complete the project as proposed in the Recipient's application.

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: REBECCA BLANCO Digitally signed by: REBECCA BLANCO DN: CN = REBECCA BLANCO C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development Date: 2025.08.21 13:09:06 -07'00'
(Signature)
Rebecca Blanco, CPD Director
(Typed Name and Title)
August 21, 2025
(Date)

RECIPIENT
Buckelew Programs
(Name of Organization)

BY: Chris Kughn
(Signature of Authorized Official)
Chris Kughn, CEO Buckelew Programs
(Typed Name and Title of Authorized Official)
8/21/2025
(Date)

REPLACEMENT RECIPIENT

(Name of Organization)

BY:
(Signature of Authorized Official)
Jennifer M. Palmer
(Typed Name and Title of Authorized Official)
August 29, 2025
(Date)

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-389

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Table and Index of Classes, the Departmental Allocation List for the Public Works Department, and Appropriate Personnel Policies

RECOMMENDATION

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

BACKGROUND

Human Resources received a reclassification request from an incumbent in an Equipment Mechanic II classification within the Public Works Department. Human Resources conducted a reclassification study and determined that the incumbent is performing duties within the scope of the Senior Equipment Mechanic classification. This action will reclassify the incumbent to the appropriate level of Senior Equipment Mechanic in accordance with the duties being performed. The approximate $2,500 increase in expenses for the fourth quarter of the fiscal year is covered by salary savings.

Additionally, Public Works has requested to change the Public Works Administrative Manager from a Classified Management position to an at-will, Non-Classified (Other) Management position. The position has a newly hired incumbent whose final offer letter noted their employment would be at-will. For consistency across the organization, the Probation Administrative Manager and Sheriff's Administrative Manager classifications, which are both currently filled, will become at-will status Non-Classified (Other) Management once vacated. There is no fiscal impact with these changes.

Requested Action:

Amend the Table and Index of Classes and the Department Allocation List for the Public Works Department by

deleting 1.0 FTE Equipment Mechanic II and adding 1.0 FTE Senior Equipment Mechanic, and appropriate personnel policies, effective March 28, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The reclassification process found that based on the duties performed, the studied position was working outside of their current classification.
Is the general fund affected?	No
Future fiscal impact:	The annual increased cost of approximately $10,000 in salary and benefits for future fiscal years will be budgeted accordingly.
Consequences if not approved:	The studied position will continue to receive out of class pay.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES, THE DEPARTMENTAL ALLOCATION LIST FOR THE PUBLIC WORKS DEPARTMENT, AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE MARCH 28, 2026

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Napa County Code section 2.100.270 provides that the "Table and Index" may be amended by Board of Supervisors resolution; and

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for the Public Works Department be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective March 28, 2026, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the Public Works Department as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 24th day of March, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: February 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective February 14, 2026:

1. Amend the Table and Index of Classes, as follows:

Add:

a. Equipment Mechanic II (CPSE 006)
$41.70 - $50.69 (approximate hourly rate)

b. Senior Equipment Mechanic (CPSE 007)
$44.71 - $54.35 (approximate hourly rate)

c. Public Works Administrative Manager (CNCO 346)
$66.71 - $80.90 (approximate hourly rate)

d. Probation Administrative Manager (CNCO 346)
$66.71 - $80.90 (approximate hourly rate)

e. Sheriff's Administrative Manager (CNCO 346)
$66.71 - $80.90 (approximate hourly rate)

Delete:

a. Equipment Mechanic II (CPSE 006)
$50.69 - $50.69 (approximate hourly rate)

b. Senior Equipment Mechanic (CPSE 007)
$54.35 - $54.35 (approximate hourly rate)

c. Public Works Administrative Manager (CMGT 346)
$66.71 - $80.90 (approximate hourly rate)

2. Amend the Departmental Allocation List as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
Public Works - Fleet	41000-00	1010406	Equipment Mechanic II	3/28/2026	-1.0
Public Works - Fleet	41000-00	1010406	Senior Equipment Mechanic	3/28/2026	+1.0

3. Amend Part I: Section 37C-1 of the Napa County Policy Manual, Management Compensation Plan - Classified Management, by deleting Public Works Administrative Manager from Attachment 1, Part A.

4. Amend Part I: Section 37-C3 of the Napa County Policy Manual, Management Compensation Plan - Non-Classified (Other), by adding Public Works Administrative Manager, and Probation Administrative Manager and Sheriff's Administrative Manager filled after March 28, 2026, to Attachment 1, Part A, Section 2.

Revised: April 14, 2009; Resolution 09-38
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
Revised: November 24, 2009; Resolution 09-156
Revised: February 2, 2010 (eff 2-6-10); Resolution 2010-15
Revised: April 6, 2010; Resolution 2010-32
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Revised: 10-18-11; Resolution 2011-130
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Revised 12-16-25; Resolution 2025-137
Revised 3-24-26; Resolution 2026-###

NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED

Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Classified positions. Only those County Employee positions that have been designated as Management Classified by formal action of the Board of Supervisors are eligible to receive these

respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding

between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Classified: Those Employees designated by the County as being responsible for the formulation of program objectives, the development of policies and procedures for program accomplishment, or supervision of the implementation of County policies and programs generally (See Attachment 1, Part A).

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis* who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self- care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Management Classified of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Classified Employees

A. Management Classified Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph, year is defined as fiscal year provided, however, the Director of Human Resources is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Classified position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment. Part-time employees shall receive this benefit on a pro-rata basis (in the same ratio as their part-time employment relates to full-time employment).

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty
(80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II.A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's

current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Services	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Classified Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the County Executive Officer; in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II.A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the County Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   (a) Effective July 21, 2012, any current employee who was originally hired as a Management Classified Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Classified employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.
7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

(a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7 day waiting period and coverage for up to 13 weeks.

ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
$10,000 per month with a 90 day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $50,000 with the premium paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5)

times the Employee's salary or $200,000. An employee may purchase Supplemental Life Insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

(a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

(b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in subparagraph 12(b)(ii) below.

ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in subparagraph 12(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438, in the classification of Probation Services Program Manager, Juvenile Hall Superintendent, or Assistant Juvenile Hall Superintendent shall receive five percent (5%) hazard premium pay.

14. Safety Uniform Allowance. A Management Classified Employee in the classification of Captain and Lieutenant shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

15. Correctional Uniform Allowance. A Management Classified Employee in the classification of Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

16. POST Educational Incentive Pay. A Management Classified Employee in the classification of Captain, Lieutenant, or Chief District Attorney Investigator shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

17. CPA Premium Pay. A Management Classified Employee in the classification of Deputy Auditor-Controller, Chief Fiscal Officer-HHSA or Deputy Chief Fiscal Officer - HHSA who has a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate.

18. Board Certified Physician or Staff Child Psychiatrist. A Management Classified Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay; or a Management Classified Employee in the classification of Staff Psychiatrist who has completed a Fellowship in Child Psychiatry and has been designated by the Director to provide child psychiatric services shall receive five percent (5%) premium pay. A Management Classified employee may receive no more than five percent (5%) premium pay under either of the above provisions.

B. Retired Management Classified Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   (a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

   (b) Dental and vision coverage for the retired member and dependents.

   Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Classified Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Classified Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

(d) Notwithstanding the provisions of subparagraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days from the date of separation).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Management Classified Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Classified position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED ELIGIBILITY LIST

MANAGEMENT CLASSIFIED CLASSES:

Aging & Disability Program Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures ▲
Assistant Airport Manager
Assistant Deputy Director of HHSA – Child Welfare Services
Assistant Juvenile Hall Superintendent
Assistant Manager – Quality Management
Assistant Public Administrator/Guardian/Conservator
Assistant Public Works Superintendent
Assistant Shelter Manager

Benefits Administrator
Behavioral Health Manager

Captain
Chief Deputy County Counsel**
Chief Deputy Public Defender***
Chief District Attorney Investigator
Correctional Lieutenant ●

Deputy Agricultural Commissioner
Deputy Agricultural Commissioner/Sealer of Weights & Measures
Deputy Auditor-Controller
Deputy Chief Building Official
Deputy Chief Fiscal Officer – HHSA
Deputy County Counsel I **
Deputy County Counsel II**
Deputy County Counsel III**
Deputy County Counsel IV**
Deputy Director of HHSA – Self Sufficiency Services Programs ◆
Deputy Fire Marshal

Emergency Medical Services Administrator
Environmental Management Coordinator

MANAGEMENT CLASSIFIED CLASSES: (continued)

Facilities Superintendent – Public Works Department
Flood Project Analyst

Geographic Information Officer

Health & Human Services Analyst
Health Records Information Manager
Housing and Community Development Program Manager
Human Resources Analyst I
Human Resources Analyst II

Information Systems Manager (Positions filled on or after December 4, 2018 will be designated as "at-will" Management Non-Classified (Other))

Labor Relations Officer
Legal Office Manager
Lieutenant

Natural Resources Conservation Manager

PBES GIS Strategy & Policy Officer
Principal Human Resources Analyst
Probation Administrative Manager (Positions filled after February 14, 2026 will be designated as "at-will" Management Non-Classified (Other))
Probation Services Manager
Project Manager
Public Health Manager
Public Works Superintendent
Purchasing Manager

Self Sufficiency Manager
Senior Flood Project Analyst
Senior Human Resources Analyst
Sheriff's Administrative Manager (Positions filled on or after February 14, 2026 will be designated as "at-will" Management Non-Classified (Other))
Staff Psychiatrist
Staff Services Manager
Stormwater Program Manager

Victim Witness Program Manager

Watershed and Flood Control Operations Manager

* Any Management II/Senior/Principal Analyst flexibly staffed position filled prior to July 16, 2005, is designated Management Classified until such time that the position becomes vacant.

** Positions filled prior to February 27, 2007 will remain Management Classified

*** Positions filled prior to May 31, 2008 will remain Management Classified

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non-Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non-Classified (Other)

◆ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015

Revised: April 14, 2009; Resolution 09-38
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
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B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Classified: Those Employees designated by the County as being responsible for the formulation of program objectives, the development of policies and procedures for program accomplishment, or supervision of the implementation of County policies and programs generally (See Attachment 1, Part A).

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis* who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self- care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Management Classified of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Classified Employees

A. Management Classified Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph, year is defined as fiscal year provided, however, the Director of Human Resources is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Classified position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment. Part-time employees shall receive this benefit on a pro-rata basis (in the same ratio as their part-time employment relates to full-time employment).

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty
(80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II.A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's

current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Services	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Classified Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the County Executive Officer; in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II.A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the County Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   (a) Effective July 21, 2012, any current employee who was originally hired as a Management Classified Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Classified employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.
7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

(a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7 day waiting period and coverage for up to 13 weeks.

ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
$10,000 per month with a 90 day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $50,000 with the premium paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5)

times the Employee's salary or $200,000. An employee may purchase Supplemental Life Insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

(a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

(b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in subparagraph 12(b)(ii) below.

ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in subparagraph 12(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438, in the classification of Probation Services Program Manager, Juvenile Hall Superintendent, or Assistant Juvenile Hall Superintendent shall receive five percent (5%) hazard premium pay.

14. Safety Uniform Allowance. A Management Classified Employee in the classification of Captain and Lieutenant shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

15. Correctional Uniform Allowance. A Management Classified Employee in the classification of Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

16. POST Educational Incentive Pay. A Management Classified Employee in the classification of Captain, Lieutenant, or Chief District Attorney Investigator shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

17. CPA Premium Pay. A Management Classified Employee in the classification of Deputy Auditor-Controller, Chief Fiscal Officer-HHSA or Deputy Chief Fiscal Officer - HHSA who has a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate.

18. Board Certified Physician or Staff Child Psychiatrist. A Management Classified Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay; or a Management Classified Employee in the classification of Staff Psychiatrist who has completed a Fellowship in Child Psychiatry and has been designated by the Director to provide child psychiatric services shall receive five percent (5%) premium pay. A Management Classified employee may receive no more than five percent (5%) premium pay under either of the above provisions.

B. Retired Management Classified Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   (a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

   (b) Dental and vision coverage for the retired member and dependents.

   Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Classified Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Classified Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

(d) Notwithstanding the provisions of subparagraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days from the date of separation).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Management Classified Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Classified position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED ELIGIBILITY LIST

MANAGEMENT CLASSIFIED CLASSES:

Aging & Disability Program Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures ▲
Assistant Airport Manager
Assistant Deputy Director of HHSA – Child Welfare Services
Assistant Juvenile Hall Superintendent
Assistant Manager – Quality Management
Assistant Public Administrator/Guardian/Conservator
Assistant Public Works Superintendent
Assistant Shelter Manager

Benefits Administrator
Behavioral Health Manager

Captain
Chief Deputy County Counsel**
Chief Deputy Public Defender***
Chief District Attorney Investigator
Correctional Lieutenant ●

Deputy Agricultural Commissioner
Deputy Agricultural Commissioner/Sealer of Weights & Measures
Deputy Auditor-Controller
Deputy Chief Building Official
Deputy Chief Fiscal Officer – HHSA
Deputy County Counsel I **
Deputy County Counsel II**
Deputy County Counsel III**
Deputy County Counsel IV**
Deputy Director of HHSA – Self Sufficiency Services Programs ◆
Deputy Fire Marshal

Emergency Medical Services Administrator
Environmental Management Coordinator

MANAGEMENT CLASSIFIED CLASSES: (continued)

Facilities Superintendent – Public Works Department
Flood Project Analyst

Geographic Information Officer

Health & Human Services Analyst
Health Records Information Manager
Housing and Community Development Program Manager
Human Resources Analyst I
Human Resources Analyst II

Information Systems Manager (Positions filled on or after December 4, 2018 will be designated as "at-will" Management Non-Classified (Other))

Labor Relations Officer
Legal Office Manager
Lieutenant

Natural Resources Conservation Manager

PBES GIS Strategy & Policy Officer
Principal Human Resources Analyst
Probation Administrative Manager (Positions filled after February 14, 2026 will be designated as "at-will" Management Non-Classified (Other))
Probation Services Manager
Project Manager
Public Health Manager
~~Public Works Administrative Manager~~
Public Works Superintendent
Purchasing Manager

Self Sufficiency Manager
Senior Flood Project Analyst
Senior Human Resources Analyst
Sheriff's Administrative Manager (Positions filled on or after February 14, 2026 will be designated as "at-will" Management Non-Classified (Other))
Staff Psychiatrist
Staff Services Manager
Stormwater Program Manager

Victim Witness Program Manager

Watershed and Flood Control Operations Manager

* Any Management II/Senior/Principal Analyst flexibly staffed position filled prior to July 16, 2005, is designated Management Classified until such time that the position becomes vacant.

** Positions filled prior to February 27, 2007 will remain Management Classified

*** Positions filled prior to May 31, 2008 will remain Management Classified

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non-Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non-Classified (Other)

◆ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015

Revised February 24, 2009; Resolution 09-21
Revised: April 14, 2009; Resolution 09-37 and Resolution 09-38
Revised: April 28, 2009; Resolution 09-52
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
Revised: March 16, 2012; Resolution 2012-23
Revised: September 14, 2010; Resolution 2010-114
Revised: June 21, 2011(eff 6-25-11); Resolution 2011-67
Revised: March 30, 2012; Resolution 2012-27
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 1-7-13); Resolution 2012-167
Revised February 5, 2013; Resolution 2013-11
Revised April 16, 2013 (eff 4-27-13); Resolution 2013-34
Revised May 14, 2013 (eff 5-25-13); Resolution 2013-49
Revised September 24, 2013 (eff 9-28-13); Resolution 2013-112
Revised December 17, 2013 (eff 12-21-13); Resolution 2013-156
Revised April 1, 2014, Resolution 2014-28
Revised April 8, 2014; Resolution 2014-31
Revised May 6, 2014 (eff 5-10-14); Resolution 2014-49
Revised July 22, 2014 (eff 8-2-14); Resolution 2014-86
Revised September 16, 2014 (eff 9-13-14); Resolution 2014-08
Revised 12-16-14 (eff 1-1-15); Resolution 2014-155
Revised 3-24-15 (eff 3-28-15); Resolution 2015-38
Revised 4-14-15 (eff 4-25-15); Resolution 2015-47
Revised 9-13-16 (eff 9-24-16); Resolution 2016-125
Revised 11-8-16 (eff 11-19-16); Resolution 2016-163
Revised 1-31-17 (eff 2-11-17); Resolution 2017-25
Revised 3-7-17 (eff 3-11-17); Resolution 2017-38
Revised 3-7-17 (eff 5-6-17); Resolution 2017-43
Revised 3-21-17 (eff 3-25-17); Resolution 2017-55
Revised 5-16-17 (eff 5-20-17); Resolution 2017-74
Revised 9-26-17 (eff 7-1-17); Resolution 2017-159
Revised 12-5-17 (eff 12-16-17; Resolution 2017-185
Revised 12-19-17 (eff 12-30-17); Resolution 2017-194
Revised 6-5-18 (eff 6-16-18); Resolution 2018-71
Revised 6-5-18 (eff 6-2-18); Resolution 2018-75
Revised 6-19-18 (eff 6-30-18); Resolution 2018-83
Revised 7-24-18 (eff 7-24-18); Resolution 2018-99
Revised 12-4-18 (eff 12-4-18); Resolution 2018-159
Revised 12-18-18 (eff 12-29-18); Resolution 2018-165
Revised 12-18-18 (eff 12-1-18); Resolution 2018-167
Revised 1-8-19 (eff 1-12-19); Resolution 2019-02
Revised 1-15-19 (eff 1-15-19); Resolution 2019-09
Revised 10-15-19 (eff 11-2-19); Resolution 2019-128
Revised 3-10-20 (eff 2-11-20); Resolution 2020-30
Revised 5-4-21 (eff 5-4-21); Resolution 2021-45
Revised 11-8-22 (eff 11-12-22); Resolution 2022-159
Revised 5-21-24 (eff 5-25-24) ; Resolution 2024-49
Revised 6-25-2024 (eff 7-6-24); Resolution 2024-71
Revised 12-17-24 (eff 12-21-24); Resolution 2024-138
Revised 3-25-25 (eff 3-29-25); Resolution 2025-25
Revised 1-13-26 (eff 1-17-26); Resolution 2026-01
Revised 3-24-26; Resolution 2026-###

NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT NON- CLASSIFIED (OTHER)

Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Non-Classified (Other) positions. Only those County Employee positions that have been designated as Management Non-Classified (Other) by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Officer or Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Chief Human Resources Officer that the Officer or Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Non-Classified (Other): Those management positions designated by the Board of Supervisors as serving at the will of the appointing authority (Department Head or Officer or appointing board/commission) as listed in Attachment 1, Part A, Sections 1 and 2.

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Officer or Employee has selected. "Child" or "Children" means a biological, adopted

or foster child, a stepchild, a legal ward, or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Management Non-Classified (Other) of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Non-Classified (Other) Employees

A. Management Non-Classified (Other) Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph year is defined as fiscal year, provided, however, the Chief Human Resources Officer is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Non-Classified (Other) position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment.

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty (80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and

separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II. A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Services	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Non-Classified (Other) Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Chief Executive Officer in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II. A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the Chief Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

    a) Effective July 21, 2012, any employee who was originally hired as a Management Non- Classified (Other) Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Non- Classified (Other) employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

    a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

        i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7-day waiting period and coverage for up to 13 weeks.

        ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
        $10,000 per month with a 90-day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

        iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

        iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and

adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Effective January 1, 2005, Basic Term Life insurance and Accidental Death and Dismemberment group life insurance each in an amount equal to a one-time payment of the Employee's current annual salary with the premiums paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000. An Employee may purchase Supplemental Life insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

    a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

    b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

        i. Employees and Officers must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b)(ii) below .

        ii. Eligible Employees and Officers, who enroll in the 457 deferred compensation plan as referenced in subparagraph 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

        iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Auto Allowance/Mileage Reimbursement:

a) Auto Allowance. In the case of Management Non-Classified (Other) Employee positions listed in Part B of Attachment 1, a flat rate of $300.00 twice monthly as reimbursement for all private vehicle mileage while on official County business. Permanent assignment of an automobile will only be available to new Management Non-Classified Employees following a Board determination that such an assignment is specifically required by the emergency nature of the position.

b) Mileage Reimbursement. In the case of Management Non-Classified (Other) positions listed in Part B of Attachment 1 who receive the flat rate reimbursement, the additional right to receive mileage reimbursement at the rate paid to County Employees generally for mileage driven outside of the boundaries of Napa County.

14. Severance Pay

a) Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 1, shall be afforded the following severance benefits:

i. An Employee may not be removed from their position during the first ninety days (90) following the appointment and commencement of the first date of service of the Department Head to whom the Employee reports to. This provision shall not apply to an Employee appointed by and serving at the pleasure of a board/commission.

ii. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for three (3) biweekly pay periods. In addition upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to seven (7) biweekly pay periods of their respective biweekly salary.

iii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein.

iv. Prior to the delivery of severance pay as described in subparagraph (a) ii. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

b) In addition, Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 2, shall be afforded the following severance benefits:

i. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for one (1) biweekly pay period. In addition upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to one (1) biweekly pay period of their respective biweekly salary.

ii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein

iii. Prior to the delivery of severance pay as described in subparagraph (b) i. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members

and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

15. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438 in the classification of Chief Deputy Probation Officer shall receive five percent (5%) hazard premium pay.

16. Engineer in Charge Premium Pay. A Management Non-Classified (Other) Employee appointed to serve as Engineer in Charge for the Department of Public Works or the Department of Planning, Building and Environmental Services in accordance with The California State Business and Professions Code, Chapter 7, Article 3, Section 6730.2 shall receive five percent (5%) premium pay.

17. Board Certified Physician. A Management Non-Classified (Other) Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay.

18. Safety Uniform Allowance. A Management Non-Classified (Other) Employee in the classification of Undersheriff shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

19. Correctional Uniform Allowance. A Management Non-Classified (Other) Employee in the class of Assistant Director of Corrections or Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

20. CPA Premium Pay. A Management Non-Classified (Other) Employee in the classification of Assistant Auditor-Controller or Chief Fiscal Officer - HHSA who have a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate, retroactive to July 11, 2009.

21. POST Educational Incentive Pay. A Management Classified Employee in the classification of Undersheriff shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

22. Detention Services Premium. Effective the pay period which includes January 1, 2018, the Correctional Lieutenant and Assistant Director of Corrections classifications shall receive a 5% Detention Services Premium.

B. Retired Management Non-Classified (Other) Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay. This is in addition to any severance that may be payable pursuant to paragraph 15 of Part II. a) of the Plan.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

    a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

    b) Dental and vision coverage for the retired member and dependents.

    c) Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Non-Classified (Other) Employees under paragraphs 4 and 5 of Part II.B. of this Plan are subject to the following provisions:

    a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

    b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the Employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Non-Classified (Other) Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health plan offered by the County in whatever manner the County determines will result in continual coverage.

    c) Reimbursement provided under paragraphs 4 or 5 of Part II.B. may be applied to the Employee's Medicare Part B premium, so long as it meets

the other requirements of the applicable paragraph. This shall include Medicare Part B Premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means that an Employee has both separated from active permanent service with the County and has filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

f) To the extent that any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

a) A Management Non-Classified (Other) Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employee must have at least 120 hours of sick leave at retirement. An Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one- dependent health coverage (in an amount up to the then current single-party- plus-one rate for health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5 of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single- party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Non- Classified (Other) position).

b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN-MANAGEMENT
NON-CLASSIFIED (OTHER) ELIGIBILITY LIST

MANAGEMENT NON-CLASSIFIED (OTHER) CLASSES

Section 1:

Assistant Auditor-Controller
Assistant Compliance and Privacy Officer
Assistant Director of HHSA
Assistant Chief Probation Officer
Assistant Director of Child Support Services
Assistant Director of Corrections
Assistant Director of Library Services
Assistant Director of Planning, Building and Environmental Services
Assistant District Attorney
Assistant Fire Administrator

Chief Deputy Director of HHS
Chief Fiscal Officer - HHSA

Deputy Director of Planning, Building, and Environmental Services – "At-Will"

Undersheriff

Section 2:

Airport Manager▲
Animal Shelter Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures▲
Assistant County Counsel
Assistant Chief Human Resources Officer
Assistant Public Defender
Assistant Treasurer Tax Collector

Chief Appraiser
Chief Building Official
Chief Deputy County Counsel
Chief Deputy District Attorney

Chief Deputy Probation Officer
Chief Deputy Public Defender
Chief Fiscal Officer- HHSA
Clerk of the Board
Code Compliance Manager
Communication and PIO
Concessions Manager – Lake Berryessa
Compliance and Privacy Officer
Correctional Lieutenant ●
County Surveyor

Deputy Chief Technology Officer – Applications and Development
Deputy Chief Technology Officer – Infrastructure and Operations
Deputy County Counsel I*****
Deputy County Counsel II*****
Deputy County Counsel III*****
Deputy County Counsel IV*****
Deputy Chief Executive Officer – Chief Budget Officer
Deputy Chief Executive Officer – Chief Communications Officer
Deputy Director, Employment and Compensation
Deputy Director, Labor Relations
Deputy Director of HHSA – Administrative Services
Deputy Director of HHSA – Administrator of Alcohol and Drug Programs
Deputy Director of HHSA – Comprehensive Services for Older Adults ♦
Deputy Director of HHSA – Child Welfare Services Director ♦
Deputy Director of HHSA – Behavioral Health Director
Deputy Director of HHSA – Public Health Officer
Deputy Director of HHSA – Self Sufficiency Services ♦
Deputy Director of Public Works – County Engineering
Deputy Director of Public Works – Flood Control and Water Resources
Deputy Director of Public Works – General Services

Elections Services Manager ▲
Emergency Services Officer
Engineering Manager

Fire Marshal
Fleet Manager - "At Will"

Information Systems Manager

LAFCO Assistant Executive Officer
Lead Deputy County Counsel

Management Analyst I**
Management Analyst II**

Park and Open Space Program Manager****
Planning Manager
Principal Management Analyst
Probation Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Public Works Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Risk & Emergency Services Manager

Senior Management Analyst
Sheriff's Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Sheriff's Public Information/Outreach Officer
Solid Waste Program Manager▲
Staff Assistant I - BOS
Staff Assistant II - BOS

Training and Organizational Development Officer
Treasury Manager

Victim Witness Program Manager

* This position is appointed by and serves at the pleasure of a board/commission.

** Any Management I/II/Senior/Principal Analyst position filled on or after July 16, 2005, shall be designated Management Non-Classified (Other).

*** Vacant positions that are filled on or after February 27, 2007 will be designated as "At Will" Management Non-Classified (Other)

**** Positions filled on or after May 31, 2008 will be designated as "At-Will" Management Non-Classified (Other)

***** Positions filled prior to February 27, 2007, will remain Management Classified but positions filled on or after February 27, 2007, including internal promotions to the Deputy County Counsel IV, Chief Deputy County Counsel and Assistant County Counsel levels, will be designated as "at will" Management Non-Classified (Other).

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non- Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non- Classified (Other).

♦ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015.

Revised February 24, 2009; Resolution 09-21
Revised: April 14, 2009; Resolution 09-37 and Resolution 09-38
Revised: April 28, 2009; Resolution 09-52
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
Revised: March 16, 2012; Resolution 2012-23
Revised: September 14, 2010; Resolution 2010-114
Revised: June 21, 2011(eff 6-25-11); Resolution 2011-67
Revised: March 30, 2012; Resolution 2012-27
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 1-7-13); Resolution 2012-167
Revised February 5, 2013; Resolution 2013-11
Revised April 16, 2013 (eff 4-27-13); Resolution 2013-34
Revised May 14, 2013 (eff 5-25-13); Resolution 2013-49
Revised September 24, 2013 (eff 9-28-13); Resolution 2013-112
Revised December 17, 2013 (eff 12-21-13); Resolution 2013-156
Revised April 1, 2014, Resolution 2014-28
Revised April 8, 2014; Resolution 2014-31
Revised May 6, 2014 (eff 5-10-14); Resolution 2014-49
Revised July 22, 2014 (eff 8-2-14); Resolution 2014-86
Revised September 16, 2014 (eff 9-13-14); Resolution 2014-08
Revised 12-16-14 (eff 1-1-15); Resolution 2014-155
Revised 3-24-15 (eff 3-28-15); Resolution 2015-38
Revised 4-14-15 (eff 4-25-15); Resolution 2015-47
Revised 9-13-16 (eff 9-24-16); Resolution 2016-125
Revised 11-8-16 (eff 11-19-16); Resolution 2016-163
Revised 1-31-17 (eff 2-11-17); Resolution 2017-25
Revised 3-7-17 (eff 3-11-17); Resolution 2017-38
Revised 3-7-17 (eff 5-6-17); Resolution 2017-43
Revised 3-21-17 (eff 3-25-17); Resolution 2017-55
Revised 5-16-17 (eff 5-20-17); Resolution 2017-74
Revised 9-26-17 (eff 7-1-17); Resolution 2017-159
Revised 12-5-17 (eff 12-16-17; Resolution 2017-185
Revised 12-19-17 (eff 12-30-17); Resolution 2017-194
Revised 6-5-18 (eff 6-16-18); Resolution 2018-71
Revised 6-5-18 (eff 6-2-18); Resolution 2018-75
Revised 6-19-18 (eff 6-30-18); Resolution 2018-83
Revised 7-24-18 (eff 7-24-18); Resolution 2018-99
Revised 12-4-18 (eff 12-4-18); Resolution 2018-159
Revised 12-18-18 (eff 12-29-18); Resolution 2018-165
Revised 12-18-18 (eff 12-1-18); Resolution 2018-167
Revised 1-8-19 (eff 1-12-19); Resolution 2019-02
Revised 1-15-19 (eff 1-15-19); Resolution 2019-09
Revised 10-15-19 (eff 11-2-19); Resolution 2019-128
Revised 3-10-20 (eff 2-11-20); Resolution 2020-30
Revised 5-4-21 (eff 5-4-21); Resolution 2021-45
Revised 11-8-22 (eff 11-12-22); Resolution 2022-159
Revised 5-21-24 (eff 5-25-24) ; Resolution 2024-49
Revised 6-25-2024 (eff 7-6-24); Resolution 2024-71
Revised 12-17-24 (eff 12-21-24); Resolution 2024-138
Revised 3-25-25 (eff 3-29-25); Resolution 2025-25
Revised 1-13-26 (eff 1-17-26); Resolution 2026-01
Revised 3-24-26; Resolution 2026-###

NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT NON- CLASSIFIED (OTHER)

Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Non-Classified (Other) positions. Only those County Employee positions that have been designated as Management Non-Classified (Other) by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Officer or Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Chief Human Resources Officer that the Officer or Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Non-Classified (Other): Those management positions designated by the Board of Supervisors as serving at the will of the appointing authority (Department Head or Officer or appointing board/commission) as listed in Attachment 1, Part A, Sections 1 and 2.

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Officer or Employee has selected. "Child" or "Children" means a biological, adopted

or foster child, a stepchild, a legal ward, or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Management Non-Classified (Other) of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Non-Classified (Other) Employees

A. Management Non-Classified (Other) Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph year is defined as fiscal year, provided, however, the Chief Human Resources Officer is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Non-Classified (Other) position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment.

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty (80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and

separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II. A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Services	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Non-Classified (Other) Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Chief Executive Officer in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II. A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the Chief Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

    a) Effective July 21, 2012, any employee who was originally hired as a Management Non- Classified (Other) Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Non- Classified (Other) employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

    a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

        i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7- d a y waiting period and coverage for up to 13 weeks.

        ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
        $10,000 per month with a 90-day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

        iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

        iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and

adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Effective January 1, 2005, Basic Term Life insurance and Accidental Death and Dismemberment group life insurance each in an amount equal to a one-time payment of the Employee's current annual salary with the premiums paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000. An Employee may purchase Supplemental Life insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

    a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

    b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

        i. Employees and Officers must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b)(ii) below .

        ii. Eligible Employees and Officers, who enroll in the 457 deferred compensation plan as referenced in subparagraph 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

        iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Auto Allowance/Mileage Reimbursement:

    a) Auto Allowance. In the case of Management Non-Classified (Other) Employee positions listed in Part B of Attachment 1, a flat rate of $300.00 twice monthly as reimbursement for all private vehicle mileage while on official County business. Permanent assignment of an automobile will only be available to new Management Non-Classified Employees following a Board determination that such an assignment is specifically required by the emergency nature of the position.

    b) Mileage Reimbursement. In the case of Management Non-Classified (Other) positions listed in Part B of Attachment 1 who receive the flat rate reimbursement, the additional right to receive mileage reimbursement at the rate paid to County Employees generally for mileage driven outside of the boundaries of Napa County.

14. Severance Pay

    a) Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 1, shall be afforded the following severance benefits:

        i. An Employee may not be removed from their position during the first ninety days (90) following the appointment and commencement of the first date of service of the Department Head to whom the Employee reports to. This provision shall not apply to an Employee appointed by and serving at the pleasure of a board/commission.

        ii. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for three (3) biweekly pay periods. In addition upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to seven (7) biweekly pay periods of their respective biweekly salary.

        iii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein.

iv. Prior to the delivery of severance pay as described in subparagraph (a) ii. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

b) In addition, Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 2, shall be afforded the following severance benefits:

i. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for one (1) biweekly pay period. In addition upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to one (1) biweekly pay period of their respective biweekly salary.

ii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein

iii. Prior to the delivery of severance pay as described in subparagraph (b) i. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members

and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

15. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438 in the classification of Chief Deputy Probation Officer shall receive five percent (5%) hazard premium pay.

16. Engineer in Charge Premium Pay. A Management Non-Classified (Other) Employee appointed to serve as Engineer in Charge for the Department of Public Works or the Department of Planning, Building and Environmental Services in accordance with The California State Business and Professions Code, Chapter 7, Article 3, Section 6730.2 shall receive five percent (5%) premium pay.

17. Board Certified Physician. A Management Non-Classified (Other) Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay.

18. Safety Uniform Allowance. A Management Non-Classified (Other) Employee in the classification of Undersheriff shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

19. Correctional Uniform Allowance. A Management Non-Classified (Other) Employee in the class of Assistant Director of Corrections or Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

20. CPA Premium Pay. A Management Non-Classified (Other) Employee in the classification of Assistant Auditor-Controller or Chief Fiscal Officer - HHSA who have a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate, retroactive to July 11, 2009.

21. POST Educational Incentive Pay. A Management Classified Employee in the classification of Undersheriff shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

22. Detention Services Premium. Effective the pay period which includes January 1, 2018, the Correctional Lieutenant and Assistant Director of Corrections classifications shall receive a 5% Detention Services Premium.

B. Retired Management Non-Classified (Other) Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay. This is in addition to any severance that may be payable pursuant to paragraph 15 of Part II. a) of the Plan.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

    a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

    b) Dental and vision coverage for the retired member and dependents.

    c) Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Non-Classified (Other) Employees under paragraphs 4 and 5 of Part II.B. of this Plan are subject to the following provisions:

    a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

    b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the Employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Non-Classified (Other) Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health plan offered by the County in whatever manner the County determines will result in continual coverage.

    c) Reimbursement provided under paragraphs 4 or 5 of Part II.B. may be applied to the Employee's Medicare Part B premium, so long as it meets

the other requirements of the applicable paragraph. This shall include Medicare Part B Premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means that an Employee has both separated from active permanent service with the County and has filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

f) To the extent that any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

a) A Management Non-Classified (Other) Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employee must have at least 120 hours of sick leave at retirement. An Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one- dependent health coverage (in an amount up to the then current single-party- plus-one rate for health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5 of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single- party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Non- Classified (Other) position).

b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN-MANAGEMENT
NON-CLASSIFIED (OTHER) ELIGIBILITY LIST

MANAGEMENT NON-CLASSIFIED (OTHER) CLASSES

Section 1:
Assistant Auditor-Controller
Assistant Compliance and Privacy Officer
Assistant Director of HHSA
Assistant Chief Probation Officer
Assistant Director of Child Support Services
Assistant Director of Corrections
Assistant Director of Library Services
Assistant Director of Planning, Building and Environmental Services
Assistant District Attorney
Assistant Fire Administrator

Chief Deputy Director of HHS
Chief Fiscal Officer - HHSA

Deputy Director of Planning, Building, and Environmental Services – "At-Will"

Undersheriff

Section 2:
Airport Manager▲
Animal Shelter Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures▲
Assistant County Counsel
Assistant Chief Human Resources Officer
Assistant Public Defender
Assistant Treasurer Tax Collector

Chief Appraiser
Chief Building Official
Chief Deputy County Counsel
Chief Deputy District Attorney

Chief Deputy Probation Officer
Chief Deputy Public Defender
Chief Fiscal Officer- HHSA
Clerk of the Board
Code Compliance Manager
Communication and PIO
Concessions Manager – Lake Berryessa
Compliance and Privacy Officer
Correctional Lieutenant ●
County Surveyor

Deputy Chief Technology Officer – Applications and Development
Deputy Chief Technology Officer – Infrastructure and Operations
Deputy County Counsel I*****
Deputy County Counsel II*****
Deputy County Counsel III*****
Deputy County Counsel IV*****
Deputy Chief Executive Officer – Chief Budget Officer
Deputy Chief Executive Officer – Chief Communications Officer
Deputy Director, Employment and Compensation
Deputy Director, Labor Relations
Deputy Director of HHSA – Administrative Services
Deputy Director of HHSA – Administrator of Alcohol and Drug Programs
Deputy Director of HHSA – Comprehensive Services for Older Adults ♦
Deputy Director of HHSA – Child Welfare Services Director ♦
Deputy Director of HHSA – Behavioral Health Director
Deputy Director of HHSA – Public Health Officer
Deputy Director of HHSA – Self Sufficiency Services ♦
Deputy Director of Public Works – County Engineering
Deputy Director of Public Works – Flood Control and Water Resources
Deputy Director of Public Works – General Services

Elections Services Manager ▲
Emergency Services Officer
Engineering Manager

Fire Marshal
Fleet Manager - "At Will"

Information Systems Manager

LAFCO Assistant Executive Officer
Lead Deputy County Counsel

Management Analyst I**
Management Analyst II**

Park and Open Space Program Manager****
Planning Manager
Principal Management Analyst
Probation Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Public Works Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Risk & Emergency Services Manager

Senior Management Analyst
Sheriff's Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Sheriff's Public Information/Outreach Officer
Solid Waste Program Manager▲
Staff Assistant I - BOS
Staff Assistant II - BOS

Training and Organizational Development Officer
Treasury Manager

Victim Witness Program Manager

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* This position is appointed by and serves at the pleasure of a board/commission.

** Any Management I/II/Senior/Principal Analyst position filled on or after July 16, 2005, shall be designated Management Non-Classified (Other).

*** Vacant positions that are filled on or after February 27, 2007 will be designated as "At Will" Management Non-Classified (Other)

**** Positions filled on or after May 31, 2008 will be designated as "At-Will" Management Non-Classified (Other)

***** Positions filled prior to February 27, 2007, will remain Management Classified but positions filled on or after February 27, 2007, including internal promotions to the Deputy County Counsel IV, Chief Deputy County Counsel and Assistant County Counsel levels, will be designated as "at will" Management Non-Classified (Other).

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non- Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non- Classified (Other).

♦ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-405

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Table and Index of Classes and the Departmental Allocation List for the Probation Department

RECOMMENDATION

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

BACKGROUND

Equity Adjustment

Human Resources conducted an equity study of the Napa County Probation Professionals Association benchmark classifications to determine if any were more than 4% below the median salary of comparable agencies. The study showed that the Juvenile Hall Counselor II classification, which is the benchmark for the Juvenile Hall Counselor classification series, met these criteria.

In accordance with Section 8.2 of the governing Memorandum of Understanding, Human Resources is recommending an equity adjustment to bring salaries of the Juvenile Hall Counselor series which includes Juvenile Hall Counselor I, Juvenile Hall Counselor II, Senior Juvenile Hall Counselor, and Supervising Juvenile Hall Counselor, to the market median.

This results in a $35,500 increase for the remainder of the fiscal year that has been appropriated within the mid-year agenda item.

Staff Services Analyst I/II

The Probation Department requested and Human Resources agrees that a 1.0 FTE Staff Services Analyst I/II is necessary to provide analytical evaluation, interpretation of legal mandates, reconciliation of complex financial data, independent problem-solving, and interagency coordination for multiple programs which are duties beyond the routine fiscal and clerical duties within the scope of the Account Clerk II classification. This

requested position will join a team that is responsible for assisting with the following programs and projects: Victim Restitution, Juvenile CJNET, Mobile Supervision, DUI Grant, countywide data governance initiative and ADA compliance implementation and maintenance, State tracking and reporting needed for the Juvenile Hall Camp program, and the Community Corrections Partnership Annual Plan.

This results in an $8,100 increase for the remainder of the fiscal year that is offset by State AB 109 funding.

Requested Action:

Amend the Table and Index of Classes to provide equity adjustments for the Juvenile Hall Counselor I, Juvenile Hall Counselor II, Senior Juvenile Hall Counselor, and Supervising Juvenile Hall Counselor classifications, and the Department Allocation List for the Probation Department by deleting 1.0 FTE Account Clerk II and adding 1.0 FTE Staff Services Analyst I/II, effective March 28, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If the equity adjustment is not approved, the County will be in violation of the terms in the Memorandum of Understanding. If the Staff Services Analyst I/II request is not approved, the expanding program analysis needs will not be fulfilled.
Is the general fund affected?	No
Future fiscal impact:	The annual increase for the equity adjustment is approximately $154,000, and the annual increase for the Staff Services Analyst I/II is approximately $35,000 and will be budgeted accordingly.
Consequences if not approved:	The Juvenile Hall Counselor classification series will remain more than 4% below those of the County's comparable agencies which is in violation of the existing MOU and positions would not be filled with appropriate classifications to address expanding departmental needs.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES, AND THE DEPARTMENTAL ALLOCATION LIST FOR THE PROBATION DEPARTMENT, EFFECTIVE MARCH 28, 2026

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Napa County Code section 2.100.270 provides that the "Table and Index" may be amended by Board of Supervisors resolution; and

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes and Departmental Allocation List for the Probation Department be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective March 28, 2026, the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes and Departmental Allocation List for the Probation Department as set forth in Exhibit "A."

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 24th day of March, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, (Deputy) Date: February 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective March 28, 2026:

1. Amend the Table and Index of Classes, as follows:

Add:

a. Juvenile Hall Counselor I (CPPA 429)
$36.33 - $44.16 (approximate hourly rate)

b. Juvenile Hall Counselor II (CPPA 430)
$39.87 - $48.46 (approximate hourly rate)

c. Senior Juvenile Hall Counselor (CPPA 229)
$43.15 - $52.45 (approximate hourly rate)

d. Supervising Juvenile Hall Counselor (CPPS 193)
$49.57 - $60.25 (approximate hourly rate)

Delete:

a. Juvenile Hall Counselor I (CPPA 429)
$35.13 - $41.86 (approximate hourly rate)

b. Juvenile Hall Counselor II (CPPA 430)
$38.38 - $45.93 (approximate hourly rate)

c. Senior Juvenile Hall Counselor (CPPA 229)
$41.58 - $49.72 (approximate hourly rate)

d. Supervising Juvenile Hall Counselor (CPPS 193)
$47.66 - $57.11 (approximate hourly rate)

2. Amend the department allocation list as follows:

Department	**Budget Unit**	**Position Control #**	**Class Title**	**Effective Date**	**Change**
Probation	1420000	TBD*	Account Clerk II	3/28/2026*	-1.0
Probation	1420000	NEW	Staff Services Analyst I/II	3/28/2026	+1.0

*Delete selected Position Control Number upon subsequent vacancy after recruitment.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-407

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Departmental Allocation List for the Planning, Building, and Environmental Services Department

RECOMMENDATION

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

BACKGROUND

The Planning, Building, and Environmental Services Department (PBES) requests and Human Resources agrees with the following which better aligns with current operational demands:

1) Senior Plans Examiner: replace a 1.0 FTE Plans Examiner with a 1.0 FTE Senior Plans Examiner. This change addresses an increase in complex plan reviews, reduces reliance on outside contractors for commercial and fire rebuild projects, and provides a promotional path for staff. This request results in an increase in salaries and benefits that is fully offset by a decrease in contractor spending.

2) Administrative Office Assistant: replace a vacant 1.0 FTE Code Compliance Officer III with a 1.0 FTE Administrative Office Assistant. Management has streamlined Code Compliance operations through the continuous improvement initiative and are sustainable at current staffing levels with a vacant Code Compliance Officer III, there is a need for an administrative supervisory classification that directly supports the department's internal service demands and provides the level of responsibility, independence, and supervisory authority required to effectively support management, oversee clerical operations, and coordinate complex department initiatives. The addition of an Administrative Office Assistant will meet those demands and will also reflect a strategic realignment of resources based on actual workload and service delivery needs. This request results in a decrease in salaries and benefits.

Requested Action:

Amend the Department Allocation List for the Planning, Building, and Environmental Services Department by deleting 1.0 FTE Plans Examiner, 1.0 FTE Code Compliance Officer III, and adding 1.0 FTE Senior Plans Examiner, 1.0 FTE Administrative Office Assistant, effective March 28, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Aligning the appropriate classifications to fulfill changing needs within the Planning, Building, and Environmental Services Department.
Is the general fund affected?	No
Future fiscal impact:	Any increase or decrease in salary and benefits for future fiscal years will be budgeted accordingly.
Consequences if not approved:	Positions would not be filled with appropriate classifications to address changing departmental needs.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES DEPARTMENT, EFFECTIVE MARCH 28, 2026

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for the Planning, Building, and Environmental Services Department be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective March 28, 2026, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the Planning, Building, and Environmental Services Department as set forth in Exhibit "A."

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 24th day of March, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: February 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval to amend the department allocation list as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
PBES	2140000	TBD*	Plans Examiner	3/28/2026*	-1.0
PBES	2140000	NEW	Senior Plans Examiner	3/28/2026	+1.0
PBES	2141000	1010105	Code Compliance Officer III	3/28/2026	-1.0
PBES	2140000	NEW	Administrative Office Assistant	3/28/2026	+1.0

*Delete selected Position Control Number upon subsequent vacancy after recruitment.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-415

TO: Board of Supervisors

FROM: Meg Ragan, Chief Technology Officer

REPORT BY: Matthew Quisenberry, Secretary

SUBJECT: Disposal of County Surplus Property for Donation

RECOMMENDATION

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

BACKGROUND

Information Technology Services (ITS) tries to replace computers used by County employees every 4 years. Reasons for replacement are:

• Warranties on the computers are three years and repairing a computer over 4 years of age can be costly.

• When taking the cost of repair and considering how much time is left on the computer, it makes sense to replace with a new computer.

• Older computers face more system failures as well as higher maintenance costs.

• Older systems are more likely to see power supply failures, network component failures, and hard drive failures leading to nonproductive employee time.

As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County. In making the decision to recommend whether surplus computer equipment is to be donated or sent to public auction, staff considers a few variables:

• Does the surplus computer equipment have a significant dollar value the County could reasonably recover?

• Has there been any expressed need for surplus computers by eligible schools and tax-exempt health or human service organizations?

ITS has accumulated certain surplus computer items, which no longer meet the County's equipment standards

and requirements but still have potential for use by entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 24 U.S.C. Sec. 501(c)(3), that is organized to provide health or human services.

Today's request to donate personal computers (PCs), monitors, and miscellaneous surplus equipment to Human -I-T, which meets the requirements of Government Code Section 25372.

Human-I-T focuses on providing low-income families and underserved communities affordable devices, internet, and digital literacy training. The County's decision to donate surplus equipment to Human-I-T is supported by its Platinum transparency rating on Candid and its demonstrated involvement in community outreach events alongside County departments. Donating to Human-I-T supports an organization that is already engaged in serving communities within Napa County.

All recommended items have been reviewed and deemed obsolete and unsuitable for County use. The list of donation items is attached.

Requested Action: Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Human-I-T.

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.

A Tradition of Stewardship
A Commitment to Service

ITS Donation Personal computers/monitors/etc.

Asset #	Property Description	Serial #	PO Number	Created Date
C9232	All-in-One OptiPlex 3050	HQF3HQ2	ITS420500/21725	8/29/2021
M6415	Dell E2222HS	5TFNLH3	22003879	12/20/2021
M6418	Dell E2222HS	5VTMLH3	22003879	12/20/2021
C0260	Dell Latitude 5400	B41T4Y2	3139	8/23/19
C0294	Dell Latitude 5400	3LYP0Z2	3154	8/28/19
C0301	Dell Latitude 5400	F9YP0Z2	3154	8/28/19
C0348	Dell Latitude 5400	2MDZ0Z2	3196	10/7/19
C0524	Dell Latitude 5400	38TN533	TKT41939	5/13/20
C0527	Dell Latitude 5400	90SVL33	3518	5/22/20
C0529	Dell Latitude 5400	5FLVL33	3518	5/22/20
C0547	Dell Latitude 5400	471XN53	3602	8/5/20
C0548	Dell Latitude 5400	9KDVN53	3602	8/5/20
C0562	Dell Latitude 5400	24GWN53	3602	8/7/20
C0574	Dell Latitude 5400	6F1VN53	3602	8/7/20
C0575	Dell Latitude 5400	3G1VN53	3602	8/7/20
C0576	Dell Latitude 5400	4MDVN53	3602	8/7/20
C0578	Dell Latitude 5400	HC1VN53	3602	8/7/20
C0589	Dell Latitude 5400	547VN53	3602	8/10/20
C0593	Dell Latitude 5400	6D1VN53	3602	8/10/20
C0692	Dell Latitude 5400	29MYYY2	3276	11/22/19
C0693	Dell Latitude 5400	6GRYYY2	3276	11/22/19
C0873	Dell Latitude 5400	7P2P2X2	3301	1/15/20
C0891	Dell Latitude 5400	8166K13	3345	1/31/20
C0894	Dell Latitude 5400	2W26K13	3345	1/31/20
C0959	Dell Latitude 5400	DMV5533	3448	5/7/20
C0963	Dell Latitude 5400	FXZN533	TKT41939	5/11/20
C0966	Dell Latitude 5400	BP2M533	TKT41939	5/11/20
C0969	Dell Latitude 5400	HK5P533	TKT41939	5/11/20
C0972	Dell Latitude 5400	7MBL533	TKT41939	5/11/20
C0975	Dell Latitude 5400	51TN533	TKT41939	5/11/20
C0992	Dell Latitude 5400	D4KP533	TKT41939	5/11/20
C0994	Dell Latitude 5400	9H5P533	TKT41939	5/11/20
C0995	Dell Latitude 5400	BZZN533	TKT41939	5/11/20
C0996	Dell Latitude 5400	G3KP533	TKT41939	5/11/20
SC0374	Dell Latitude 5400	1RLN533	TKT41939	5/11/20
C0603	Dell Latitude 5410	9HJHN53	3625	9/9/20
C0616	Dell Latitude 5410	DW8L273	3714	11/4/20
C0619	Dell Latitude 5410	6M6F273	3729	11/20/20
C0624	Dell Latitude 5410	9JBF273	3729	11/20/20
C1002	Dell Latitude 5410	72BG273	3729	11/20/20
C1033	Dell Latitude 5410	9M8B273	3729	11/20/20
C1034	Dell Latitude 5410	JHZD273	3729	11/20/20
C1035	Dell Latitude 5410	6SS6273	3729	11/20/20
C1044	Dell Latitude 5410	B39P373	3729	11/20/20
C1051	Dell Latitude 5410	BLK4273	3729	11/20/20
C1063	Dell Latitude 5410	GVSTDB3	3770	2/5/21
C1064	Dell Latitude 5410	CSG2FB3	3770	2/5/21
C1069	Dell Latitude 5410	2KX9FB3	3770	2/5/21
C1070	Dell Latitude 5410	8Z1TDB3	3770	2/5/21
C1074	Dell Latitude 5410	DKFTDB3	3770	2/5/21
CWS625	Dell Latitude 5410	7DZ6273	3729	11/20/20
SC0389	Dell Latitude 5410	HHX1473	3729	11/20/20
C1080	Dell Latitude 5420	DRGNGB3	3802	2/5/21

Asset #	Property Description	Serial #	PO Number	Created Date
C1093	Dell Latitude 5420	5MCN9C3	3823	3/8/21
C1096	Dell Latitude 5420	8G6DBC3	3829	3/8/21
C1105	Dell Latitude 5420	4C1W8C3	3829	3/8/21
C1111	Dell Latitude 5420	BD6HBC3	3825	3/8/21
C1128	Dell Latitude 5420	6GDDBC3	3829	3/15/21
C1136	Dell Latitude 5420	8CP19C3	3829	3/15/21
C1138	Dell Latitude 5420	DH6DBC3	3829	3/15/21
C1142	Dell Latitude 5420	F5P19C3	3829	3/15/21
C1143	Dell Latitude 5420	6HH19C3	3829	3/15/21
C1148	Dell Latitude 5420	G8F29C3	3829	3/15/21
C1150	Dell Latitude 5420	BYKDBC3	3829	3/15/21
C1151	Dell Latitude 5420	42LDBC3	3829	3/15/21
C1154	Dell Latitude 5420	H0419C3	3829	3/15/21
C1157	Dell Latitude 5420	8FP19C3	3829	3/15/21
C1159	Dell Latitude 5420	6NRDBC3	3829	3/15/21
C1161	Dell Latitude 5420	GK729C3	3829	3/15/21
C1170	Dell Latitude 5420	650K7D3	3869	4/6/21
C1179	Dell Latitude 5420	8TQ00F3	3982	6/2/21
C1180	Dell Latitude 5420	750K0F3	3982	6/2/21
C1182	Dell Latitude 5420	4C1K0F3	3982	6/2/21
C1183	Dell Latitude 5420	5LGK0F3	3982	6/2/21
C1185	Dell Latitude 5420	J7CK0F3	3982	6/2/21
C1186	Dell Latitude 5420	GC1K0F3	3982	6/2/21
C1187	Dell Latitude 5420	8GNZZD3	3982	6/2/21
C1200	Dell Latitude 5420	5T850F3	3963	6/3/21
C1201	Dell Latitude 5420	JJ850F3	3963	6/3/21
C1206	Dell Latitude 5420	BN850F3	3963	6/3/21
C1294	Dell Latitude 5420	5Q2N1J3	091621HR	10/4/21
C1347	Dell Latitude 5420	5H7GCK3	121721HHS	12/30/21
C1348	Dell Latitude 5420	FNK2FK3	121721HHS	12/30/21
C1431	Dell Latitude 5420	C5TYLN3	22007878	4/26/22
C1441	Dell Latitude 5420	BC2YLN3	22007878	4/26/22
C1457	Dell Latitude 5420	JFBXLN3	22007878	4/26/22
C1484	Dell Latitude 5420	9QFYLN3	22007878	5/10/22
C1515	Dell Latitude 5420	83TYLN3	22007878	5/10/22
C1583	Dell Latitude 5420	GJNY5J3	102221DA	11/12/21
CWS199	Dell Latitude 5420	4RNVZD3	3976	6/3/21
CWS285	Dell Latitude 5420	9CLW8C3	3829	3/8/21
C1718	Dell Latitude 5430	BY1RST3	23001273	12/15/22
C8904	Dell Latitude 5480	CTQ54M2	2254	1/3/18
C0061	Dell Latitude 5490	DF84NF2	2852	2/26/19
C0207	Dell Latitude 5490	5GPY5Y2	3085	7/17/19
C0257	Dell Latitude 5491	JV689Y2	ITS420659	8/21/19
	Dell P1913Sf	CN0NWXT672872382DGPL		
M4776	Dell P1914Sf	CN0YGP397287241MCMWL		4/1/14
M5344	Dell P2016b	DTFXB52		8/18/16
M5151	Dell P2016t	CN02YNCP74445581C9LL		12/3/15
M4802	Dell P2214Hb	CN0KW14V742614465LEL		5/16/14
M4961	Dell P2214Hb	CN0KW14V742614CN28LB		3/4/15
M5156	Dell P2214Hb	CN0KW14V742615AU89EB		1/12/16
M6251	Dell P2419H	BD5N993		3/5/21
C0924	EliteBook x360 1030 G4	5CD01089R5	ITS420771-41509	4/15/2023
C0308	HP EliteBook x360 1030 G3	5CD9211Y9G	3147	8/30/19
C1245	HP EliteBook x360 1030 G7	CND1260NTB	3951	7/23/21
C0925	Inspiron 3593	FD6N723	Amazon	4/20/2023
C0926	Inspiron 3593	D86N723	Amazon	4/20/2023
C0933	Inspiron 3593	FG6N723	Amazon	4/20/2023
C0936	Inspiron 3593	6YKN723	Amazon	4/20/2023
C1384	Latitude 5320	DBVWDL3	02162022PUBDEF	2/28/2022
C0702	Latitude 5400	5BMYYY2	3276	11/22/2022
SC0405	Latitude 5410	90C9273	3729	11/20/2020
C1020	Latitude 5410	HLZT373	3729	11/20/2020
C1030	Latitude 5410	55Q9273	3729	11/20/2020

Asset #	Property Description	Serial #	PO Number	Created Date
C1031	Latitude 5410	GT8B273	3729	11/20/2020
C1037	Latitude 5410	7YL6273	3729	11/20/2020
C1056	Latitude 5410	H5VF793	3757	1/4/2021
C1065	Latitude 5410	2M7TDB3	3770	2/5/2021
C1066	Latitude 5410	5LPSDB3	3770	2/5/2021
C1067	Latitude 5410	GHWSDB3	3770	2/5/2021
C1071	Latitude 5410	BT2WDB3	3770	2/5/2021
C1076	Latitude 5410	HR2WDB3	3770	2/5/2021
C1077	Latitude 5410	1YBVDB3	3770	2/5/2021
C1013	Latitude 5410	31L7273	3729	11/20/2023
C1083	Latitude 5420	DDJ4GB3	3802	2/5/2021
C1089	Latitude 5420	9F798C3	3802	2/8/2021
C1094	Latitude 5420	J6KGBC3	3823	3/8/2021
C1100	Latitude 5420	G4ZDBC3	3829	3/8/2021
C1104	Latitude 5420	BPH19C3	3829	3/8/2021
C1114	Latitude 5420	F98K7C3	3842	3/12/2021
C1115	Latitude 5420	2GHGR73	3843	3/12/2021
C1121	Latitude 5420	J0F29C3	3829	3/15/2021
CWS219	Latitude 5420	3LR09C3	3829	3/15/2021
C1137	Latitude 5420	31W19C3	3829	3/15/2021
C1160	Latitude 5420	4K6DBC3	3829	3/15/2021
C1166	Latitude 5420	B2K64D3	3829	4/2/2021
C1170	Latitude 5420	650K7D3	3869	4/6/2021
CWS198	Latitude 5420	8R9VZD3	3976	6/3/2021
C1204	Latitude 5420	C5350F3	3963	6/3/2021
C1210	Latitude 5420	91350F3	3963	6/3/2021
C1213	Latitude 5420	C4350F3	3963	6/3/2021
C1221	Latitude 5420	43DWZD3	3986	6/4/2021
C1247	Latitude 5420	8JK72F3	REQ140	7/29/2021
CWS203	Latitude 5420	27JT2J3	092021HHS	10/1/2021
C1356	Latitude 5420	9YXS5J3	111521HHS	11/29/2021
C1329	Latitude 5420	CHCCBK3	120621HHSPH	12/15/2021
C1326	Latitude 5420	G06CBK3	120621HHSPH	12/15/2021
C1349	Latitude 5420	C1N2FK3	121721HHS	12/30/2021
c1507	Latitude 5420	7BTYLN3	22007878	5/10/2022
c1513	Latitude 5420	2RMYLN3	22007878	5/10/2022
CWS260	Latitude 5420	JMCZLN3	22007878	5/10/2022
C1058	Latitude 5420	CP50FB3	3804	10/28/2023
C1082	Latitude 5420	H797GB3	3802	2/5/2024
C1176	Latitude 5420	8RRZ3D3	3900	4/23/2024
C1913	Latitude 5430	FLQDVV3	23002563	5/15/2023
C1412	Latitude 7220	BTFLDD3	011922VAC-CLINIC	4/12/2022
C1413	Latitude 7220	FTFLDD3	011922VAC-CLINIC	4/12/2022
C1415	Latitude 7220	1TFLDD3	011922VAC-CLINIC	4/12/2022
C1416	Latitude 7220	3TFLDD3	011922VAC-CLINIC	4/12/2022
C1417	Latitude 7220	4SFLDD3	011922VAC-CLINIC	4/12/2022
C1418	Latitude 7220	4TFLDD3	011922VAC-CLINIC	4/12/2022
C1419	Latitude 7220	6SFLDD3	011922VAC-CLINIC	4/12/2022
C1420	Latitude 7220	6TFLDD3	011922VAC-CLINIC	4/12/2022
C1421	Latitude 7220	8SFLDD3	011922VAC-CLINIC	4/12/2022
C8712	Latitude E5470	GF9NZF2	1984	5/24/17
C7068	Latitude E6430	F8J44X1	8538	5/13/13
C7883	Latitude E6440	125XH12	21318	9/10/14
	Lenovo ThinkCentre M70q / Napa County Library	1S11DUSENE00MJ0HBC9J		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXV		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXK		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXG		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXZ		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXM		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACY3		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXN		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXF		
	Lenovo ThinkCentre M710q / Napa County Library	1S10MQS0FV00MJ05ACXH		

Asset #	Property Description	Serial #	PO Number	Created Date
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	Lenovo ThinkCentre M73 / Napa County Library	1S10AXS4MW00MJ03M2MY		
	Lenovo ThinkCentre M73 / Napa County Library	1S10AXS4MW00MJ03M2N4		
	Lenovo ThinkCentre M73 / Napa County Library	1S10AXS4MW00MJ03M2MX		
	Lenovo ThinkCentre M73 / Napa County Library	1S10AXS4MW00MJ03M2N6		
	Lenovo ThinkCentre M73 / Napa County Library	1S10AXS4MW00MJ03M2MZ		
	Lenovo ThinkCentre M73 / Napa County Library	1S10DMS01400MJ02B7E6		
	Lenovo ThinkCentre M73 / Napa County Library	1S10DMS01400MJ02B7EB		
	Lenovo ThinkCentre M800 / Napa County Library	1S10FVCTO1WWMJ03JBRR		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJNY		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJPF		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJP7		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJPB		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJNW		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJPA		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJNV		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJP5		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJPD		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJP0		
	Lenovo ThinkCentre M810z / Napa County Library	MJ06VJP9		
	Lenovo ThinkPad T540p / Napa County Library			
	Lenovo ThinkPad T540p / Napa County Library			
C0253	OptiPlex 3050 Micro	H7L24Y2	PO#073119BPREBULA	8/7/2022
C8647	OptiPlex 5040	8Q52CH2	1789	1/31/17
SC0271	OptiPlex 5040	2L7LJH2	1983	5/26/17
C0213	OptiPlex 5050	CPFYBM2		5/13/19
C8890	OptiPlex 5050	CPZZZL2	2191	10/25/17
C9038	OptiPlex 5050	GJVD9N2	2371	3/27/18
C9079	OptiPlex 5050	GJMF9N2	2371	3/29/18
SC0351	OptiPlex 5050	93DMHL2	2136	10/5/17
SC0367	OptiPlex 5050	GJYH9N2	2371	3/27/18
SC0368	OptiPlex 5050	GKFJ9N2	2371	3/27/18
C9286	OptiPlex 5050 Micro	6G51JL2	092917DSabel	10/9/17
C8900	OptiPlex 5050 Micro	779GBM2	ITS 42037413673	12/26/2020
C0120	OptiPlex 5060	6L430W2	2920	4/8/19
C0121	OptiPlex 5060	6L4YZV2	2920	4/8/19
C0136	OptiPlex 5060	6L0YZV2	2920	4/8/19
C0148	OptiPlex 5060	6L3ZZV2	2920	4/8/19
C0152	OptiPlex 5060	6L120W2	2920	4/8/19
C0159	OptiPlex 5060	6L1ZZV2	2920	4/8/19
C0172	OptiPlex 5060	6L920W2	2920	4/8/19
C0173	OptiPlex 5060	6L930W2	2920	4/8/19
C0180	OptiPlex 5060	6KVZZV2	2920	4/8/19
C0190	OptiPlex 5060	6L200W2	2920	4/8/19
C0238	OptiPlex 5060	7DFKPX2	PO#3072	7/12/19
C0352	OptiPlex 5060	FJB5BZ2	3201	10/9/19
C0363	OptiPlex 5060	FJHBBZ2	3201	10/9/19
C0366	OptiPlex 5060	FJK6BZ2	3201	10/9/19
C0375	OptiPlex 5060	FJ9CBZ2	3201	10/9/19
C0379	OptiPlex 5060	FJB9BZ2	3201	10/9/19
C0389	OptiPlex 5060	FJJ8BZ2	3201	10/9/19
C0396	OptiPlex 5060	FJL9BZ2	3201	10/9/19
C0461	OptiPlex 5060	FY5GB03	3274	11/13/19
C0627	OptiPlex 5060	FYMDB03	3274	11/18/19
C0641	OptiPlex 5060	FYXGB03	3274	11/18/19
C0647	OptiPlex 5060	FYZDB03	3274	11/18/19
C0664	OptiPlex 5060	FYZGB03	3274	11/18/19
C9246	OptiPlex 5060	BDFMHQ2	2605	9/6/18
C9308	OptiPlex 5060	8RMTHQ2	2652	9/14/18
C9347	OptiPlex 5060	8RLRHQ2	2652	9/14/18
C9356	OptiPlex 5060	8RKWHQ2	2652	9/17/18
C9468	OptiPlex 5060	7ZGTCV2	2851	2/19/19
SC0392	OptiPlex 5060	8R9VHQ2	2652	9/13/18

Asset #	Property Description	Serial #	PO Number	Created Date
C9427	OptiPlex 5060	7ZYTCV2	2851	2/14/2022
C0387	OptiPlex 5060	FJH4BZ2	3201	10/9/2022
C0421	OptiPlex 5060	FJ8FBZ2	3201	10/9/2022
C0426	OptiPlex 5060	FJD5BZ2	3201	10/9/2022
C0497	OptiPlex 5060	FY9DB03	3274	11/13/2022
C0500	OptiPlex 5060	FY5HB03	3274	11/13/2022
C9414	OptiPlex 5060 Micro	9T651S2	ITS42052723109	11/5/18
C0718	OptiPlex 5070	GL7D613	3307	12/30/19
C0736	OptiPlex 5070	GL6QG13	3307	12/30/19
C0757	OptiPlex 5070	GKYJ613	3307	12/30/19
C0772	OptiPlex 5070	GL1C613	3307	12/30/19
C0783	OptiPlex 5070	GKWD613	3307	5/25/05
C0796	OptiPlex 5070	GL5G613	3307	12/30/19
C0802	OptiPlex 5070	GKZF613	3307	12/30/19
C0826	OptiPlex 5070	GKWJ613	3307	12/30/19
C0832	OptiPlex 5070	GLBC613	3307	12/30/19
SC0378	OptiPlex 5070	GLYF613	3307	12/30/19
C0740	OptiPlex 5070	GL9C613	3307	12/30/2022
SC0410	OptiPlex 5070	GLBRG13	3307	12/30/2022
C0800	OptiPlex 5070	GL4G613	3307	12/30/2022
C0819	OptiPlex 5070	GKZG613	3307	12/30/2022
C0833	OptiPlex 5070	GLBF613	3307	12/30/2022
C0855	OptiPlex 5070	GL7RG13	3307	12/30/2022
C1253	OptiPlex 5090	4VDVNF3	3944	8/4/21
C1254	OptiPlex 5090	4VFQNF3	3944	8/4/21
C1265	OptiPlex 5090	4VHWNF3	3944	8/9/21
C1267	OptiPlex 5090	4VBSNF3	3944	8/9/21
C1275	OptiPlex 5090	4VCSNF3	3944	8/9/21
C1283	OptiPlex 5090	4VFTNF3	3944	8/9/21
C1289	OptiPlex 5090	4VGSNF3	3944	8/9/21
C1532	OptiPlex 5090	7G2VWP3	22008202	5/17/22
C1534	OptiPlex 5090	8G2VWP3	22008202	5/17/22
SC0390	OptiPlex 5090	4VHQNF3	3944	8/9/21
C1263	OptiPlex 5090	4VHTNF3	3944	8/9/2021
C1268	OptiPlex 5090	4VBTNF3	3944	8/9/2021
C8582	OptiPlex 7040M	3VR1KH2	042117DSABEL	4/26/17
C8690	OptiPlex 7440 AIO Series	64CVHK2	2080	8/8/17
MDC069	Panasonic CF-31 ToughBook	0HKKC03906		10/16/20
MDC077	Panasonic CF-31 ToughBook	0HKKC03889		10/16/20
	Thermaltake AMD A Series / Napa County Library			
	Thermaltake AMD A Series / Napa County Library			

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-379

TO: Governing Board of the Lake Berryessa Resort Improvement District

FROM: Christopher Silke, District Engineer

REPORT BY: Annamaria Martinez, Assistant Engineer

SUBJECT: Award New Construction Contract and Approve Amendment No. 3 to Agreement No. 240306B to include Construction Administration and Inspection Service for Phase II of the LBRID Wastewater Ponds Groundwater Inflow Mitigation Project, LB 18-02

RECOMMENDATION

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

BACKGROUND

Persistent heavy rainfall, runoff, and saturated soil conditions in the winter of 2017 filled Lake Berryessa Resort Improvement District (LBRID) wastewater ponds. Stored treated wastewater in Pond 7 had to be removed through the irrigation pump station and onto the land disposal fields to avoid damage to the earthen berm. Uncontrolled overland runoff ensued. The District's Waste Discharge Requirements (WDRs) permit prohibits land application runoff beyond tailwater capture ditches that return flow back to the ponds. Central Valley Regional Water Quality Control Board (Regional Board) subsequently served the District with a Notice of Violation in April 2017. To address the violation, Regional Board ordered the District to complete a Revised Water Balance Evaluation and submit a Work Plan if it is found that there is insufficient storage and/or disposal capacity. The District authorized Agreement No. 170871B with GHD, Inc. in May 2017 to provide engineering study services. The scope of the investigation centered on Water Balance Update and Calibration Model tasks executed in conformance with the Regional Board guidelines. The review of the wastewater ponds and irrigation facilities was to assess the adequacy for storing and handling a 100-year annual return precipitation winter period. GHD, Inc. was also tasked with inspecting the original inlet piping constructed in the mid-1960s for Ponds 1 through 3. In their June 2017 Revised Water Balance Report, the engineering consultant team concluded the lack of any pond liner barrier or means to intercept groundwater flow upgradient of the ponds

was responsible for large seepage inflow volume as soils became saturated in the winter of 2017. Additional drainage improvements alongside Ponds 1 through 3 would reduce surface water runoff during intense storm events.

GHD, Inc. published an Inflow / Infiltration Mitigation and Storage Expansion Work Plan as mandated by Regional Board. First initiatives recommended in the plan were to survey as-built bathymetry of storage ponds to estimate capacities, perform geotechnical exploration borings to bedrock or boulder refusal, sample soils for classification, and obtain contiguous northern perimeter surface topography adjacent to all ponds.

Amendment No. 1 to Agreement No. 170871B with GHD, Inc. was approved in March 2018 to advance the project into a technical feasibility analysis, furnish a geotechnical opinion on the suitability for constructing a groundwater cutoff wall, and mapping for future base plan design. GHD, Inc. stated in their geotechnical findings sub-report that the wastewater ponds site soils were conducive to an engineered vertical trench and drain pipe collector at the underlying bedrock interface surrounding the northerly perimeter of Ponds 1, 2, 3, 7 & 8. District staff compiled all technical project documentation and maps into a Final Feasibility Report filed with Regional Board in May 2018. Preliminary total project costs (engineering, permitting, administration and construction) to install a vertical trench drain, replace the vintage 10" tar-coated steel pond inlet pipe, re-grade drainage channels at the site and build earthen berm heights at Ponds 1 - 3 were estimated to be $1,250,000. A Clean Water State Revolving Fund (CWSRF) project application in the amount of $2,000,000 was filed with the State Water Resources Control Board, Division of Financial Assistance (DFA) in September 2018 seeking principal forgiveness to cover preliminary engineering, engineering design, permitting, administrative, and construction costs. Included with the application was LBRID Resolution 2018-05 authorizing the District Engineer to submit a principal forgiveness financial assistance application to the State Water Resources Control Board Division of Financial Assistance (DFA) and take related action to receive funding for the Project. State officials with Small Community Wastewater Grant Program oversight stated that the District would be potentially eligible for principal forgiveness if it maintains designation as a Disadvantaged Community (DAC). Rural Community Assistance Corporation (RCAC) was hired by the District to update its Median Household Income (MHI) because the DAC status had expired on December 31, 2017. RCAC household income survey methodology conforms with SWRCB standards. Certified results of the District's survey found the MHI to be $43,200 which is significantly below 80% of the statewide income average for DAC classification. Amendment No. 2 to Agreement No. 170871B with GHD, Inc. was approved in September, 2018, and expanded the scope of services to include additional design and bid-phase consulting services increasing the contract amount by $106,247 for a new maximum of $184,858.

Amendment No. 3 to Agreement No. 170871B with GHD, Inc. was approved in March 2019 to expand the scope of services for Stormwater Inflow / Infiltration Monitoring as ordered by the Central Valley Regional Water Quality Board. Engineering fees for the contract supplement added $46,488 to the budget for an adjusted total of $231,346.

Amendment No. 4 to Agreement No. 170871B with GHD, Inc. was approved in January 2020 expanding the scope of services to include a Preliminary Engineering Report in accordance with DFA Guidelines thereby increasing the consulting fees by $8,196 to a new maximum amount of $239,542.

Preliminary design plans and technical specifications for the project, including the addition of widening and raising the earthen berm height of Ponds 1 -3, were submitted to SWRCB and Central Valley RWQCB for review and comment in the fall of 2023.

On March 26, 2024, DFA signaled that issuance of a funding agreement was imminent, and staff recommended

that the Board approve a new Agreement (24036B) with GHD, Inc. to begin additional geotechnical design tasks related to upgrading the original treatment pond berms that would lead to preparation of final plans and specifications upon receipt and acceptance of the State Water Resources Control Board Funding Agreement. Available operations budget fund balance funded the new agreement and it is expected the soft costs are eligible for reimbursement under the CWSRF program guidelines.

In May 2024, the District Engineer received and signed a Groundwater Inflow Mitigation funding agreement as authorized by Resolution 2018-05, and on July 2, 2024, a fully executed funding agreement was issued by DFA in the amount of $2,265,934.

On July 23, 2024, Amendment No 1 to Agreement No 24036B with GHD, Inc. was approved by the Board. The Agreement added scope and increased compensation to the Agreement that would allow GHD, Inc. to complete the Plans and Specifications for the project as a whole - splitting the project scope into two phases thereby front loading construction of Phase I - the vertical trench drain - before winter 2025 followed by bid and construction of Phase II - the earthen berm plus inlet pipe work - over the 2025 construction season when site conditions are dry.

Phase I of the project - installation of the vertical trench drain - was advertised for sealed bids on August 20, 2024 and was awarded to the lowest responsive bidder, Benchmark Civil Construction of Napa, CA, on November 12, 2024. Additionally, at the same Board meeting, Amendment No 2 to Agreement 24036B with GHD, Inc. was also approved by the Board. The Agreement added scope and increased compensation to the Agreement that would allow GHD to perform construction management and inspection services for Phase I of the Project. Construction of Phase I finished in May 2025, on time, under budget and with the trench drain functioning per its designed intent.

Construction plans and specifications for Phase II of the project were approved and the District was authorized to solicit competitive bids by the Governing Board at the August 5, 2025 meeting.

Bids were opened on January 22, 2026 (see attached table of bid results). Staff recommends awarding the contract to the lowest responsive bidder, 2C Land and Timber Management Corp of Roseville, California for their base bid of $803,930. The base bid is lower than the engineer’s estimate of $850,000. The total estimated construction cost for Phase II, including the recommended construction contract, construction management/inspection, contingency, and staff labor for project administration is now $1,544,544.

2C Land and Timber Management Corp is not a local vendor.

In addition to construction contract award for Phase II, staff also recommends Board approval of Amendment No. 3 to Agreement No. 24036B with GHD, Inc. of Santa Rosa, CA increasing compensation from $312,570 to $441,649 to incorporate construction management and inspections services into the scope of the agreement.

As stated above, the total funding award from the CWSRF, or project budget for Phase I and Phase II is $2,265,934 - see the attached project budget summary. The remaining project budget earmarked for Phase II in the project budget after accounting for actual Phase I construction is approximately $1,544,544. Should funds remain in the project budget after construction of Phase II in 2026, the District will request reimbursement for additional design services as allowed under the terms of the funding agreement that were originally funded by the District’s available operations fund balance or will request approval for additional sewer system projects that will reduce inflow and infiltration into the District wastewater treatment and disposal facilities - potentially up to $350,670, or the current amount remaining in Item D of the attached project budget after the main scope

of Phase II is complete.

Requested Action:

1. Award Construction Contract to 2C Land and Timber Management Corp of Roseville, CA, California for their low total bid of $ 803,930 for construction of the Project and authorize the Chair to sign the construction contract; and
2. Approve and authorize Amendment No. 3 to Agreement No. 24036B with GHD, Inc. of Santa Rosa, CA increasing compensation by $129,079 for a new maximum contract amount of $441,649 to incorporate construction management and inspections services for Phase II into the scope of the agreement.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 5220, Subdivision 5220500, Project 19007
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	LBRID received and accepted a CWSRF funding agreement as authorized by Resolution 2018-05. The design and construction appropriations allow staff to implement wastewater pond upgrades and comply with ordered directives by RWQCB.
Is the general fund affected?	No
Future fiscal impact:	The project will span multiple fiscal years; however, the grant award is expected to cover future project costs and reimburse LBRID for expenses incurred in prior fiscal years for design services up to the funding limit.
Consequences if not approved:	The Project will be stalled exposing the District to potential enforcement action by RWQCB.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

County of Napa, CA
Public Works
Steven Lederer, Department Head
1195 Third Street, Napa, CA 94503

EVALUATION TABULATION

IFB No. LB 18-02

LBRID Phase 2 Wastewater Ponds Rehabilitation Project

RESPONSE DEADLINE: January 22, 2026 at 11:30 am

Report Generated: Monday, January 26, 2026

SELECTED VENDOR TOTALS

Vendor	Total
2C Land and Timber Management Corp	$803,930.00
Piazza Construction	$912,600.00
Cats4U, Inc	$933,610.00
Granite Rock Company	$939,000.00
Peters Excavating, Inc.	$948,680.00
Benchmark Civil Construction	$1,043,582.00
Argonaut Constructors	$1,108,000.00
Rege Construction	$1,159,129.00
American Integrated Services, Inc.	$1,170,560.00
Maggiora & Ghilotti	$1,199,199.00

Vendor	Total
Eakle Construction & Trucking	$1,200,154.00
M.M Miller Construction	$1,209,930.17
Graymar Environmental Services, LLC	$1,247,095.06

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02 (Table 1 of 3)

Bid Items 1-5 pertain to the Bid Work for the project.

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02					2C Land and Timber Management Corp		American Integrated Services, Inc.		Argonaut Constructors		Benchmark Civil Construction		Cats4U, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	MOBILIZATION AND DEMOBILIZATION	1	LS	$75,000.00	$75,000.00	$107,640.00	$107,640.00	$50,000.00	$50,000.00	$48,000.00	$48,000.00	$42,480.00	$42,480.00
X	2	PONDS VEGETATION REMOVAL	1	LS	$89,300.00	$89,300.00	$56,230.00	$56,230.00	$80,000.00	$80,000.00	$49,000.00	$49,000.00	$36,910.00	$36,910.00
X	3	DEMOLITION OF POND 1 AND POND 2 APPURTENANCES AND SLUDGE REMOVAL	1	LS	$116,125.00	$116,125.00	$71,680.00	$71,680.00	$160,000.00	$160,000.00	$27,600.00	$27,600.00	$47,690.00	$47,690.00
X	4	PONDS 1 AND POND 2 REHABILITATION	1	LS	$308,655.00	$308,655.00	$566,400.00	$566,400.00	$443,000.00	$443,000.00	$478,598.00	$478,598.00	$652,644.00	$652,644.00

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02					2C Land and Timber Management Corp		American Integrated Services, Inc.		Argonaut Constructors		Benchmark Civil Construction		Cats4U, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	INFLUENT AND EFFLUENT TRANSFER PIPING AND STRUCTURES	1	LS	$214,850.00	$214,850.00	$368,610.00	$368,610.00	$375,000.00	$375,000.00	$440,384.00	$440,384.00	$153,886.00	$153,886.00
Total						$803,930.00		$1,170,560.00		$1,108,000.00		$1,043,582.00		$933,610.00

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02 (Table 2 of 3)

Bid Items 1-5 pertain to the Bid Work for the project.

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02					Eakle Construction & Trucking		Granite Rock Company		Graymar Environmental Services, LLC		Maggiora & Ghilotti		M.M Miller Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	MOBILIZATION AND DEMOBILIZATION	1	LS	$12,600.00	$12,600.00	$250,000.00	$250,000.00	$61,246.52	$61,246.52	$23,000.00	$23,000.00	$23,724.13	$23,724.13
X	2	PONDS VEGETATION REMOVAL	1	LS	$47,650.00	$47,650.00	$68,000.00	$68,000.00	$158,811.18	$158,811.18	$150,000.00	$150,000.00	$73,518.80	$73,518.80
X	3	DEMOLITION OF POND 1 AND POND 2 APPURTENANCES AND SLUDGE REMOVAL	1	LS	$165,925.00	$165,925.00	$61,000.00	$61,000.00	$347,331.32	$347,331.32	$190,000.00	$190,000.00	$271,478.10	$271,478.10

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02					Eakle Construction & Trucking		Granite Rock Company		Graymar Environmental Services, LLC		Maggiora & Ghilotti		M.M Miller Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	PONDS 1 AND POND 2 REHABILITATION	1	LS	$535,952.00	$535,952.00	$320,000.00	$320,000.00	$221,296.38	$221,296.38	$380,000.00	$380,000.00	$372,661.88	$372,661.88
X	5	INFLUENT AND EFFLUENT TRANSFER PIPING AND STRUCTURES	1	LS	$438,027.00	$438,027.00	$240,000.00	$240,000.00	$458,409.66	$458,409.66	$456,199.00	$456,199.00	$468,547.26	$468,547.26
Total						$1,200,154.00		$939,000.00		$1,247,095.06		$1,199,199.00		$1,209,930.17

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02 (Table 3 of 3)

Bid Items 1-5 pertain to the Bid Work for the project.

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02					Peters Excavating, Inc.		Piazza Construction		Rege Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	MOBILIZATION AND DEMOBILIZATION	1	LS	$18,601.57	$18,601.57	$30,800.00	$30,800.00	$153,821.00	$153,821.00
X	2	PONDS VEGETATION REMOVAL	1	LS	$59,867.31	$59,867.31	$36,050.00	$36,050.00	$47,214.00	$47,214.00
X	3	DEMOLITION OF POND 1 AND POND 2 APPURTENANCES AND SLUDGE REMOVAL	1	LS	$142,710.34	$142,710.34	$50,450.00	$50,450.00	$189,175.00	$189,175.00

LBRID PHASE 2 WASTEWATER PONDS REHABILITATION PROJECT, LB 18-02					Peters Excavating, Inc.		Piazza Construction		Rege Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	PONDS 1 AND POND 2 REHABILITATION	1	LS	$379,858.54	$379,858.54	$494,620.00	$494,620.00	$386,022.00	$386,022.00
X	5	INFLUENT AND EFFLUENT TRANSFER PIPING AND STRUCTURES	1	LS	$347,642.24	$347,642.24	$300,680.00	$300,680.00	$382,897.00	$382,897.00
Total						$948,680.00		$912,600.00		$1,159,129.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	2C Land and Timber Management Corp	American Integrated Services, Inc.	Argonaut Constructors	Benchmark Civil Construction	Cats4U, Inc	Eakle Construction & Trucking	Granite Rock Company	Graymar Environmental Services, LLC	M.M Miller Construction
DIR NUMBER									
LICENSE #, Class									
NON-COLLUSION	Pass								
Bid Security									
Electronic Bid Bond - Napa County (Public Works)		No Response	No Response	No Response					
LIST OF SUBCONTRACTORS	Pass								

Question Title	2C Land and Timber Management Corp	American Integrated Services, Inc.	Argonaut Constructors	Benchmark Civil Construction	Cats4U, Inc	Eakle Construction & Trucking	Granite Rock Company	Graymar Environmental Services, LLC	M.M Miller Construction
Acknowledgement of Required Forms and Submissions Prior to Project Completion and Payment									
Federal Form Certification Regarding Lobbying									
W-9 Form									

Question Title	Maggiora & Ghilotti	Peters Excavating, Inc.	Piazza Construction	Rege Construction
DIR NUMBER				
LICENSE #, Class				
NON-COLLUSION				
Bid Security			Pass	
Electronic Bid Bond - Napa County (Public Works)	No Response	No Response	Pass	No Response
LIST OF SUBCONTRACTORS				
Acknowledgement of Required Forms and Submissions Prior to Project Completion and Payment				

Question Title	Maggiora & Ghilotti	Peters Excavating, Inc.	Piazza Construction	Rege Construction
Federal Form Certification Regarding Lobbying				
W-9 Form				

Lake Berryessa Resort Improvement District

Groundwater Inflow Mitigation Project

Clean Water State Revolving Fund - Project C-06-8477-1110

Available Budget

Item	Description	Requested Realigned Project Funding	Phase I Actuals	Phase II Budget Requested
A	Construction	$ 1,116,053	$ 312,123	$ 803,930
B	Pre-Purchased Material/Equipment	$ -	$ -	$ -
C	Real Property or Easement Acquisition	$ -	$ -	$ -
D	Change Order Contingency	$ 495,881	$ 69,212	$ 426,669
E	Force Account	$ -	$ -	$ -
F	Allowances*	$ 654,000	$ 340,055	$ 313,945
	TOTAL	$ 2,265,934	$ 721,390	$ 1,544,544

** Allowances include Design Service, Construction Services, Construction Administration, and Construction Management/Inspection Services*

AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 240306B (LBRID) PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 240306B (LBRID) is made and entered into effective as of the 24th day of March, 2026, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT," and GHD, Inc., a California corporation whose business address is 2235 Mercury Way, Suite 150, Santa Rosa, CA 95407, hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 26, 2024, DISTRICT and CONTRACTOR entered into Agreement No. 240306B (Agreement) for specialized services related to CONTRACTOR's prior work initiated in 2017 when the Central Valley Regional Water Quality Control Board issued DISTRICT a Notice of Violation regarding insufficient wastewater system capacity during winter months; and

WHEREAS, DISTRICT anticipated CONTRACTOR performing additional services related to the wastewater ponds (Project) once financial assistance for the work was approved through the Clean Water State Revolving Fund (CWSRF) program, including updating and completing partial plans and specifications prepared by CONTRACTOR in 2018; and

WHEREAS, on July 2, 2024, DISTRICT received the fully executed CWSRF funding agreement; and

WHEREAS, on July 23, 2024, the Parties entered into Amendment No. 1 to the Agreement for CONTRACTOR to complete the Plans and Specifications, splitting the project scope into two phases with Phase I scheduled for construction over winter/spring 2025 followed by bid and construction of Phase II in winter/spring 2026; and

WHEREAS, on November 12, 2024, DISTRICT's Governing Board (Board) approved the construction contract for Phase I of the Project and Amendment No. 2 to the Agreement for CONTRACTOR to perform construction management and inspection services for Phase I of the Project; and

WHEREAS, the design drawings and specifications for Phase II of the Project were approved by the Board on August 5, 2025, and advertised for bids on November 10, 2025; and

WHEREAS, construction bids for Phase II of the Project were opened on January 22, 2026 and DISTRICT intends to award a contract for construction of the Project; and

WHEREAS, the DISTRICT requires construction management and inspection services to ensure Phase II the Project is constructed according to CONTRACTOR's design, and CONTRACTOR's familiarity with the Project makes them the most qualified to oversee construction activities, perform required field testing during construction, and ensure the Project is built per the construction drawings and specifications; and

WHEREAS, the Parties now wish to amend the Agreement to modify and increase the scope of CONTRACTOR's services, and increase the maximum compensation payable under the Agreement by $129,079 to reflect such changes;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 240306B as follows:

TERMS

1. Paragraph 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall perform additional geotechnical design work to investigate existing subsurface conditions in and around the Ponds 1 – 3 earthen berms holding and biologically treating wastewater discharged into the community sewer collection system. A Geotechnical Report shall be the basis of design for upgrading the berms to comply with Central Valley Regional Water Quality Control Board facility guidelines, as further set forth in Exhibit "A" attached hereto and hereby incorporated by reference. CONTRACTOR shall also revise the construction drawings and specifications for the Project as further described in Exhibit "A-1" and its attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish full-time construction management and inspection services for construction of Phase I as further described in Exhibit "A-2" and its attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish additional construction inspection services for construction of Phase II as further described in Exhibit "A-3" and its attachments, attached hereto and hereby incorporated by reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B" attached hereto and hereby incorporated by reference. In consideration of Contractor's fulfillment of the scope of services in Exhibit "A-1," DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit "A-1." In consideration of Contractor's fulfillment of the scope of services in Exhibit "A-2," DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit "A-2." In consideration of Contractor's fulfillment of the scope of services in Exhibit "A-3," DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit "A-3."

(b) Expenses. No travel or other expenses will be reimbursed by DISTRICT.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Four Hundred Forty-One Thousand, Six Hundred Forty-Nine Dollars ($441,649) for professional services, including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Exhibit "A-3" and its Attachments listed here are attached hereto and hereby incorporated by reference:

- Attachment 1 to Exhibit "A-3": Proposal for LBRID Wastewater Ponds Rehabilitation Project Construction Management and Observation from GHD dated March 6, 2026.
- Attachment 2 to Exhibit "A-3": Project Fee Estimating Sheet from GHD, including inspection fees for geotechnical subcontractor, dated January 6, 2026.

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

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

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 3 is executed by the Lake Berryessa Resort Improvement District, acting by and through the Chair of the Governing Board, and by the Contractor through its duly authorized officers.

GHD, INC.

By _____ 18 Mar 2026
MATT WINKELMAN, Vice President

By _____
ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a Special District of the State of California

By: _____
AMBER MANFREE, Chair of the Governing Board of Lake Berryessa Resort Improvement District

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: March 17, 2026 FV 13112403	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT "A-3"

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR shall provide construction management and observation during construction of Phase II of the LBRID Groundwater Inflow Mitigation Project (also known as the LBRID Wastewater Ponds Rehabilitation Project). For itemization of the scope of services, refer to GHD, Inc. proposal dated March 6, 2026, attached hereto and incorporated by reference as Attachment 1 to this Exhibit. The services covered under this amendment are professional services and will be performed under the responsible charge of a Registered Engineer in the State of California.

II. COMPENSATION

For the scope of services described in this Exhibit, CONTRACTOR shall be compensated on a time and materials basis at the rates set forth in CONTRACTOR's Project Fee Estimating Sheet dated January 6, 2026, attached hereto and incorporated by reference as Attachment 2 to this Exhibit.

ATTACHMENT 1

2235 Mercury Way, Suite 150
Santa Rosa, California 95407
United States
www.ghd.com

Our ref: 11183685

March 06, 2026

Christopher Silke, PE
Engineering Manager – Water Resources
County of Napa
Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

Proposal for LBRID Wastewater Ponds Rehabilitation Project Construction Management and Observation

Dear Mr. Silke:

Per your request and based on our recent discussions, GHD is pleased to present this proposal to provide construction management and observation for the LBRID Wastewater Ponds Rehabilitation Project. GHD proposes the following tasks:

Task 1 Project Management

Task 1.1 – Provide Management of GHD Services

GHD project management will include project set up, preparation and maintenance of budgets and schedules for GHD services throughout the construction period of the project.

Task 2 Contract Management

GHD's Construction Management Team (CMT) will act as an extension / adjunct of LBRID staff. The CMT will coordinate with LBRID to discuss project details, review schedules, provide drafts for review and produce final documentation ready for LBRID signature. The CMT will provide periodic updates, coordinate meetings and telephone calls, promptly transcribe meeting notes, and distribute meeting notes through Procore.

The CMT will perform the following services:

Task 2.1 – Provide Project Coordination

Coordinate with LBRID staff to discuss and address issues with the project. Coordinate with the contractor and on GHD's site observation and materials testing sub as needed throughout project construction.

Task 2.2 – Prepare and Conduct Pre-Construction Meeting

The pre-construction meeting will include LBRID, GHD, GHD's onsite observation and testing team (Crawford) contractor, and any subcontractors. GHD's Construction Manager (CM) will prepare the agenda and meeting minutes. Prior to the Pre-Construction Meeting, the CM will prepare a draft contact list including GHD staff, LBRID staff, contractor and others as appropriate. Contact information will be identified for key personnel from each agency to be contacted in the event of an emergency. The list will be updated, finalized and distributed to all participants after the meeting.

Task 2.3 – Conduct and Document Project Meetings

Conduct weekly progress meetings and other special technical meetings throughout the project as needed. The CM will prepare the agenda, describing key issues, schedule status, and potential change orders, and distribute notes to meeting participants through Procore.

Task 2.4 – Review Contractors Construction Schedule

Review the Contractor's project schedule for conformance with the specifications and for reasonableness of activity durations and sequence. The CM will perform the following activities:

- Coordinate review comments by LBRID and Design Engineer and transmit review comments to the contractor.
- Meet with the contractor to discuss and clarify any significant issues. Review revised schedules. Review work progress as compared to the as-planned schedule and notify contractor of schedule slippage.
- Review schedule to determine impact of the weather and change orders on the construction schedule. Review contractor's updates of the construction schedule that incorporates actual progress, weather delays, and change order impacts.

Task 2.5 – Maintain Project Records

Maintain project records, including daily logs, weekly report of working days, inspection reports, compliance testing results, photos, measurement of quantities, schedules, submittals, RFIs, RFCs, PCOs, change orders, monthly pay requests, issues, and correspondence. Project records will be maintained in an organized manner for quick reference utilizing Pro Core.

Task 2.6 – Review and Evaluate Monthly Progress Payments

Review and evaluate monthly progress payment requests submitted by the Contractor, negotiate differences over payment, and recommend payment to LBRID. Quantity vouchers will be checked and signed independently by the CM to monitor quantities paid against estimated quantities.

Task 2.7 – Respond to Requests for Information (RFIs) and Issue Requests for Clarifications (RFCs)

Coordinate, evaluate, and manage the process of responding to RFIs and issuing RFCs. This effort includes receiving the RFI from the Contractor or transmitting the RFC to the Contractor, logging into the system, transmitting them to the Design Engineer for response, coordinating with the Design Engineer on field status, tracking progress, reviewing responses, and transmitting responses to the Contractor.

Task 2.8 – Prepare Potential Change Orders (PCOs) and Change Orders

Coordinate and manage the change order process, including logging, reviewing them in conjunction with Design Engineer and LBRID, assisting with determination of changed conditions and scope definition as needed, developing independent cost estimates, assisting with negotiation, and incorporating change orders into the construction contract.

Task 2.9 – Coordinate Submittal and Shop Drawing Review Process

Coordinate the submittal and shop drawing review process, including logging submittals from the Contractor, transmitting to Design Engineer for response, coordinating with Design Engineer on field status, tracking progress, reviewing responses, and transmitting responses to the Contractor. Incomplete submittals will be returned to the contractor prior to being submitted to the Design Engineer.

Construction Manager and inspectors will also review submittals of shop drawings, materials, test reports, and manufacturer cut-sheets to understand installation requirements and identify potential issues.

Task 2.10 – Perform Claims Management

Analyse potential claims for additional compensation submitted during the construction period and make recommendations to LBRID for resolution. Coordinate and monitor claims response preparation, logging and

tracking status. The Construction Manager will monitor and assist in mitigating any potential project claim, support in defending any construction claims will be negotiated as an extra service.

Task 3 Construction Observation/Materials Testing

GHD will provide on site construction observation and will perform the following services:

Task 3.1 – Provide Field Inspection / Observation

GHD will utilize a subcontractor (Crawford) to provide an on-site construction inspector / observer to monitor the contractor's work for compliance with the contract documents including soils testing. GHD's CM will provide review of submittals, RFIs and change orders. Per LBRID request, Crawford will provide on site construction observation full time for excavation and installation of the incoming sewer main and construction of the wastewater ponds drain for an estimated **six week period of construction**. In addition, GHD's CM will visit the-site construction an estimated one day per week when the contractor is on site and will overlap during the day as necessary to coordinate with LBRID staff. On site Observation and materials testing daily effort is assumed to be 8 hours per day for a typical full day including travel time to the site. **The project schedule is based on 120 working days over 24 Weeks. Based on the scope of the project it is assumed that there will be 6 weeks of required construction observation over the life of the project construction. An estimated 30 site visits will be made as required and generally for inspection of the pond earthwork, tie in to the gravity system and installation of piping, manholes and appurtenances.**

The Inspector/Observer will prepare daily observation reports. Reports will include: employee names and labor classification, equipment identification, hours that were work and equipment utilized, weather conditions, and issues, observations, and significant conversations between the inspector and the contractor. The daily reports will have photographs and material tags as applicable and necessary.

Task 3.2 – Materials Testing/Coordinate Materials Testing

Coordinate with Crawford & Associates who will be performing quality assurance testing in accordance with the contract documents. Crawford & Associates proposed services for on site observation and materials testing are included with this proposal.

Task 3.3 – Develop Punch List

Develop a preliminary punch list for the project and maintain a running punch list through the course of the project. The CMT will schedule LBRID and Design Engineer to conduct final completion inspections and issue final punch lists.

Task 3.4 – Compile Final Records

Provide LBRID with a complete set of project records of the project, indexed and filed, and a listing of warranties provided under the project including the items covered and the warranty duration. The documentation will be all in electronic format.

Task 3.5 – Prepare Final Pay Estimates

Prepare the final pay estimate, balancing change orders, and coordinate retention release at the conclusion of construction.

Assumptions:

The scope of work is based on the following assumptions:

1. **Means and Methods.** The Contractor is responsible for the means and methods on the project.
2. **Control of Contractor's Work.** The Construction Management Team (CMT) does not supervise and direct the Work of the Contractor. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3. **Site Safety**. The Contractor shall be solely responsible for site safety.
4. **Compliance with Contract Requirements.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the CMT in the CMT's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.
5. No additional work will be required other than that referenced in this proposal.

Fee

GHD can provide the above-described scope of services for an estimated time and materials fee of $129,079. We look forward to working with you on this project. If you have any questions, please feel free to contact me at (707) 599-6936.

Regards



Alex Culick
Managing Principal

+1 707 599-6936
alex.culick@ghd.com

PROJECT FEE ESTIMATING SHEET

ATTACHMENT 2

SHT # 1 of 1

PROJECT NAME: LBRID GW Inflow Mitigation Project

PROJECT # 11183685

Date 1/6/2026

PREPARED BY: AJC

CLIENT: LBRID

On-Site Inspector Crawford

Project Director/CM Alex Culick

Final Opinion of Probable Construction Cost $ 850,000

TASK		Const Manager $350 /HR	Proj Coord $130 /HR	Engineering Support $225 /HR	TOTAL HOURS/ GHD fee	FEE COMPUTATION: Subconsultant Services	Subconsultant MU & Other Direct Costs* $6.5/hr office $11.5/hr field	TOTAL FEE	
	LABOR CATEGORY>								120 Working Days
	RATE>								4 month Construction period Sub M/U:
									6 week Inspection period 15%
Task 1	**Project Management**								
	Task 1.0 Preconstruction Assistance Project Initiation	8 $ 2,800	2 $ 260	$ -	10 $ 3,060		$ 65	$ 3,125	
	Sub-Total	8 $ 2,800	2 $ 260	$ -	10 $ 3,060	$ -	$ 65	**$ 3,125**	
Task 2	**Contract Management**								
	Task 2.1 Provide Project Coordination	16 $ 3,600	$ -	$ -	16 $ 3,600		$ 104	$ 3,704	16 weekly 1 hrs CM
	Task 2.2 Prepare and Conduct Preconstruction Meeting	4 $ 1,400	$ -	$ -	4 $ 1,400		$ 26	$ 1,426	
	Task 2.3 Conduct and Document Project Meetings	32 $ 11,200	$ -	$ -	32 $ 11,200		$ 208	$ 11,408	24 weekly contractor & other meetings, Prep, Minutes
	Task 2.4 Review Contractors Construction Schedule	$ -	$ -	$ -	$ -		$ -	$ -	2 monthly update 1 hrs each CM
	Task 2.5 Maintain Project Records	$ -	4 $ 520	$ -	4 $ 520		$ 26	$ 546	24 weekly hrs PC
	Task 2.6 Review and Evaluate Monthly Progress Payments	2 $ 700	$ -	$ -	2 $ 700		$ 13	$ 713	4 pay requests, including final 0.5 hrs each
	Task 2.7 Respond to RFI's	8 $ 2,800	$ -	16 $ 3,600	24 $ 6,400		$ 156	$ 6,556	16 Assumed Number of RFI's/RFC's 0.5 hrs CM
	Task 2.8 Prepare PCO's and Change Orders	$ -	$ -	$ -	$ -		$ -	$ -	2 Assumed Number of PCO's 1 hrs each CM
	Task 2.9 Coordinate Submittal and Shop Drawing Review	6 $ 2,100	$ -	$ -	6 $ 2,100		$ 39	$ 2,139	8 Assumed Number of shop drawings/submittals 0.8 hrs CM
	Task 2.10 Perform Claims Management	$ -	$ -	$ -	$ -		$ -	$ -	Assumes no formal claims. Time is for meetings & communication to resolve field issues
	Sub-Total	68 $ 21,800	4 $ 520	16 $ 3,600	88 $ 25,920	$ -	$ 572	$ 26,492	
Task 3:	**Field Inspection/Observation**								
	Task 3.1 Site Visits	72 $ 25,200	$ -		72 $ 25,200		$ 828	$ 26,028	6.0 avg hrs per day per site visit 12 Site Visits(12 over 24 week schedule)
	Task 3.2 Prepare Photograph and Video Documentation	$ -	$ -	$ -	$ -		$ -	$ -	Prior to Pre-construction and at Completion
	Task 3.3 Testing	$ -	$ -	$ -	$ -	$58,585	$ 8,788	$ 67,373	Material testing/Full Time while constructing the dikes
	Task 3.4 Develop Punchlists/review	2 $ 700	$ -	8 $ 1,800	10 $ 2,500		$ 115	$ 2,615	
	Task 3.5 Compile Final Documents/Close-out	4 $ 1,400	$ -	$ -	4 $ 1,400		$ 46	$ 1,446	Record Drawings, warranty items Documentation ready for audit
	Task 3.6 Prepare Final Pay Estimate	$ -	$ -	$ -	$ -		$ -	$ -	Final pay request, coordinate retention release Notice of Completion
	Sub-Total	78 $ 27,300	$ -	8 $ 1,800	86 $ 29,100	$ 58,585	$ 9,777	$ 97,462	97462 check
Project Vehicle, Travel & Misc Expenses							$2,000	**$ 2,000**	$ 100 estimated travel expense for site visits
Project Totals		154 $ 51,900	6 $ 780	24 $ 5,400	184 $ 58,080	$ 58,585	$ 10,414	$ 129,079	

* Associated Project Costs (APC) - consumables and technology not included in wage or overhead calculations

Main:
(916) 455-4225

conformance with the approved project plans, specifications, and the recommendations of the Geotechnical Investigation Report.

Laboratory testing of construction materials, in conjunction with the above-described field inspections and testing, will be performed in accordance with the project plans, specifications, and applicable jurisdictional requirements, as well as relevant standards established by ASTM International, AASHTO, and Caltrans, to evaluate whether the materials are in compliance with project requirements

DELIVERABLES

- Daily Field Reports with any applicable test data will be reviewed by a Crawford project manager and provided to the project team at a minimum on a weekly basis.
- When requested, at the completion of the project Crawford & Associates will provide one (1) final summery letter of our services.

Crawford will provide all necessary personnel, subconsultants, standard equipment, and time to complete the project as requested by GHD.

FEES

Based on our construction experience and the project size, visits for testing and observation will likely vary between half-day to a full-day. The costs are based on our experience with similar projects. Actual costs will depend on the actual construction schedule, process, and number of tests required. Based on our experience, our fee could be as much as 35% lower or higher than our estimate due to contractor's actual scheduling, size of crews, construction delays, expanded scope and other items not known at this time.

We will only invoice you for the time required to complete the project. We will notify you in a timely manner if we expect to exceed the estimated fee due to contractor's schedule or required retesting.

Over-time rates (rate x 1.5) may apply for site visits requested before 7:00 a.m. or after 4:00 p.m.; site visits requested with less than 24-hours' notice; and same-day schedule changes. Site visits on Sundays or holidays will be billed at the straight-time hourly rate times two.

Crawford will perform the construction observation and materials testing services for the estimated fee of $58,585.00, in accordance with the attached rate schedule. A detailed fee estimate is attached.

ASSUMPTIONS

- This project will be subject to the California Prevailing Wage Law (determination no. NC-63-3-9-2025-1).
- We assume the project schedule will be based on an 8-hour workday, five days a week, Monday through Friday including travel time. Weekends, swing shifts and night shifts are not anticipated.
- The anticipated work will be conducted during typical construction hours of 6:00am to 4:00pm.
- Non-standard equipment such as ladders, man lifts, et will be provided by others.

AUTHORIZATION

Crawford & Associates, Inc. will provide services in accordance with the terms and conditions outlined in our standard professional services agreement. If the client requires the use of an alternate form of contract or agreement, please note that additional time may be needed for internal and legal review prior to authorization and commencement of services.

SCHEDULING AND AVAILABILITY

All materials testing and special inspection services will be provided on an as-needed, as-scheduled basis. Scheduling field services is subject to availability and must be coordinated in advance through our dispatch team.

Scheduling requests are accepted Monday through Friday, between the hours of 7:00 AM and 4:30 PM, excluding observed holidays. Requests received during these hours will be processed for the following business day, unless otherwise confirmed.

We recommend submitting requests as early as possible to ensure availability and adequate planning for your project needs, with a minimum of 24 hours' advanced notice. To ensure requests are received and processed in a timely manner, please include the following on all email requests.

Scheduling email contacts:

- Dispatch Team: dispatch@crawford-inc.com
- Dispatch Main Line: 916-455-4225
- Project Manager, John Hyslop, j.hyslop@crawford-inc.com

CLOSING

Crawford & Associates appreciates the opportunity to present this proposal to provide materials testing and special inspection services for this project. We are fully committed to delivering exceptional results and building a partnership that will continue to add value far into the future.

Sincerely,



Robert Hill
Director of Construction Services – Materials Testing

Attachments: Fee Itemization

Project Name: **LBRID - Bond Basin**

County/City: **Pope Valley, CA**

Services: Construction Materials Testing and Special Inspection Services

Date: **1/6/2026**

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Crawford & Associates, Inc. Tasks and Descriptions		Principal *	Senior Project Manager *	Construction Services Director *	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Construction Services Supervisor	Construction Services Project Administrator	NDT II/Gluia/CWI Inspector	Special Inspector	Technician	Special Inspector I (Masonry) **	Special Inspector II (Welding) **	Soils/Asphalt Technician **	Concrete Technician **	Laboror Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	LABORATORY TESTING	TOTAL COST PER TASK
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD				
	Hourly Rate	$275.00	$255.00	$255.00	$245.00	$210.00	$225.00	$205.00	$180.00	$180.00	$160.00	$150.00	$140.00	$125.00	$135.00	$115.00	$175.00	$155.00	$185.00	$140.00	$110.00	$170.00	$160.00	$150.00	$140.00	$115.00					
TASK NO. 1																															
	Project Management / Coordination / Report Review	1.00		4.00		10.00									8.00			10.00									33.00	$ 5,495.00	$ 100.00	$ -	$ 5,595.00
	Project Meetings					30.00														30.00							60.00	$ 10,500.00			$ 10,500.00
	Task 1 - Hours	1.00	0.00	4.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	10.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	93.00	$ 5,495.00	$ 100.00	$ -	$ 5,595.00
TASK NO. 2	**Earthwork**																														
	Observation and Testing																							240.00			240.00	$ 36,000.00	$ 2,970.00	$ 4,120.00	$ 38,970.00
	Travel Time & Sample Transport																				90.00						90.00	$ 9,900.00			$ 9,900.00
	Task 2 - Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	0.00	240.00	0.00	0.00	330.00	$ 45,900.00	$ 2,970.00	$ 4,120.00	$ 48,870.00
	Subtotal- Hours/Tasks	**1.00**	**0.00**	**4.00**	**0.00**	**40.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**8.00**	**0.00**	**0.00**	**10.00**	**0.00**	**30.00**	**90.00**	**0.00**	**0.00**	**240.00**	**0.00**	**0.00**	**423.00**				

Overtime and Graveyard Charges May Apply

(*) Indicates Key Staff

(**) Indicates Prevailing Wage Classifications

TOTAL LABOR COST:		$ 51,395.00
OTHER DIRECT COSTS:		$ 3,070.00
LABORATORY TESTING:		$ 4,120.00
TOTAL ESTIMATED FEE:		**$ 58,585.00**

Crawford & Associates - Other Direct Costs **1/6/2026**

Task 1 Project Management / Coordination / Report Review

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	100	Mile	$ 0.75	1	$ 75.00
Vehicle Charge	1	Day	$ 25.00	1	$ 25.00

Task 1 ODC Total: $ 100.00

Task 2 Earthwork

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	3000	Mile	$ 0.74	1	$ 2,220.00
Vehicle Charge	30	Day	$ 25.00	1	$ 750.00
Per Diem (Lodging & Meals)		Day	$ 350.00	1	$ -

Task 2 ODC Total: $ 2,970.00

TOTAL OTHER DIRECT COSTS $ 3,070.00

Crawford & Associates - Other Direct Costs **1/6/2026**

Task 1 Project Management / Coordination / Report Review

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
No Labs				1	$ -

Task 1 ODC Total: $ -

Task 2 Observation and Testing

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Atterberg Limits Multipoint	2	Each	$ 290.00	1	$ 580.00
4" Proctor	4	Each	$ 490.00	1	$ 1,960.00
6" Proctor	2	Each	$ 550.00	1	$ 1,100.00
Sieve Analysis w/#200 Wash	2	Each	$ 240.00	1	$ 480.00

Task 2 ODC Total: $ 4,120.00

TOTAL LABORATORY TESTS $ 4,120.00

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

CRAWFORD & ASSOCIATES - 2026 FEE SCHEDULE

EXPIRES DECEMBER 31, 2026

PROJECT MANAGEMENT	HOURLY RATE
Principal	$ 275.00
Senior Project Manager	$ 255.00
Project Manager II	$ 245.00
Project Manager I	$ 210.00

ENGINEER / GEOLOGIST	HOURLY RATE
Senior Engineer II	$ 225.00
Senior Engineer I	$ 205.00
Senior Geologist	$ 180.00
Project Engineer III / Geologist III	$ 180.00
Project Engineer II / Geologist II	$ 160.00
Project Engineer I / Geologist I	$ 150.00
Staff Engineer / Geologist	$ 140.00
Drafter	$ 125.00

PROJECT SUPPORT	HOURLY RATE
Project Coordinator	$ 135.00
Administrative Assistant	$ 120.00

MATERIALS TESTING & CONSTRUCTION SERVICES	HOURLY RATE
Construction Services Director	$ 255.00
Construction Services Supervisor (John D, …)	$ 175.00
Construction Services Project Administrator (Mike…)	$ 155.00
NDT II/Glula/CWI Inspector	$ 185.00
Special Inspector	$ 140.00
Technician	$ 120.00

PREVAILING WAGE	HOURLY RATE
Group 1 - Special Inspector I (Masonry)	$ 170.00
Group 2 - Special Inspector II (Welding)	$ 160.00
Group 3 - Soils/Asphalt Technician	$ 150.00
Group 4 - Concrete Technician	$ 140.00
Group 2 and 3 - Laborer Technician	$ 115.00

WORKING HOURS AND PREMIUM TIME	RATE
A Regular Workday is defined as the first 8 hours between 6am and 6pm, Monday through Friday.	
Standard Overtime: Weekdays & Saturdays (first 8 hours)	150% Above Hourly Rate
Overtime: Saturdays (over 8 hours); Sunday (first 8 hours)	200% Above Hourly Rate
Overtime: Sundays (over 8 hours) and Holidays	300% Above Hourly Rate
Night Shift is defined as a shift starting after 2pm and before 4am	115% Above Hourly Rate

REIMBURSABLES	RATE
Mileage	$ 0.75
Vehicle Charge	$ 25.00
Outside Costs	15% Markup
Permit Fees (City/County)	15% Markup
Per Diem (Lodging & Meals)	$ 350 / Day
Rush Lab Testing	50% Markup

ENGINEERING FIELD EQUIPMENT	RATE	DETAIL
Core Box	$ 18.00	Each
Core Machine with Generator & Hand Auger	$ 2,700.00	Day
Hand Auger	$ 210.00	Day
Hot Mix Asphalt Patching (1st Core)	$ 1,050.00	First
Hot Mix Asphalt Patching (2 or More)	$ 500.00	Each After
Percolation/Infiltration Testing Equipment	$ 210.00	Day
Steel Liners (MCAL)	$ 12.00	Each
Survey Equipment (Liquid Level)	$ 155.00	Day
Survey Equipment (Tripod, Level, Rod)	$ 155.00	Day
Traffic Control - Minor (Non-DBE, Non-PW)	$ 500.00	Day
Wildcat DCP Equipment	$ 785.00	Day
Wildcat DCP Tip	$ 21.00	Each

CONSULTANT FEES	RATE	Detail
Drilling	Cost + 15%	
Drilling Including DPT	Cost + 15%	
Traffic Control - Major	Cost + 15%	

SEISMIC ANALYSIS	RATE	DETAIL
EZ Frisk Software Use	$ 2,350.00	Per Location
Seismic Survey Equipment (24 channel)	$ 1,835.00	Day
Seismic Data Processing	Cost + 15%	

MATERIALS TESTING EQUIPMENT	RATE	Detail
Concrete Testing Equipment (Slump, Unit Wt, Air)	$ 65.00	Day
Torque Wrench	$ 25.00	Day
Bolt tensioning Device - Skidmore	$ 65.00	Day
4x8 Cylinder Mold	$ 10.00	Ea
6x12 Cylinder Mold	$ 12.00	Ea
Proof Load Ram and Pump	$ 55.00	Day
Sand Cone Equipment	$ 7.00	Ea
Moisture Emission Test Kit	$ 75.00	Ea
NDT Weld Testing Equipment UT/MT/PT	$ 75.00	Day
Nuclear Density Guage	$ 30.00	Day

Annual Rate Increase Crawford & Associates, Inc. anticipates an hourly rate increase 5% effective Jan 1st of each new year without prior notice. For projects that span multiple years, an updated rate schedule will be sent with the first invoice that reflects the annual increase.

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

CRAWFORD & ASSOCIATES - 2026 FEE SCHEDULE

EXPIRES DECEMBER 31, 2026

2026 Laboratory Fees

Soils - Characteristics	ASTM	AASHTO	Caltrans	2026 Rate
Sieve Analysis w/#200 Wash	D6913	T11/T88	CT202	$ 240.00
Sieve Analysis w/out #200 Wash	D6913	T88	CT202	$ 180.00
Sieve Analysis with Hydrometer	D6913/D7928	T88	-	$ 490.00
#200 Wash Only	D1140	T11	202	$ 135.00
Hydrometer Analysis	D7928	T88	-	$ 310.00
Seive Analysis - Mass Grain Size (Scour)	D6913	T88	202	$ 2,500.00
Atterberg Limits Multipoint	4318	T89 & T90	204	$ 290.00
Atterberg Limits Single Point	D4318	T89 & T90	204	$ 245.00
Liquid Limit Only	D4318	T89	204	$ 215.00
Plastic Limit Only	D4318	T90	204	$ 150.00
Expansion Index	D4829	-	-	$ 310.00
Moisture-Density	D2216			$ 90.00
Soil Moisture Content	D2216	T265	CT226	$ 40.00
Organic Content	D2974			$ 145.00
USDA Soil Textural Analysis				$ 110.00
Soils - Density				
4" Proctor	D1557/D698	T180/T99	-	$ 490.00
6" Proctor	D1557/D698	T180/T99	-	$ 550.00
4" Proctor -Check Point	D1557/D698	T180/T99	-	$ 135.00
6" Proctor - Check Point	D1557/D698	T180/T99	-	$ 135.00
California Impact Test	-	-	216	$ 375.00
Soils - Strength				
Direct Shear - 3 Point Peak	D3080	T236	-	$ 490.00
Triaxial Shear, Unconsolidated, Undrained	D2850	T296	-	$ 195.00
Triaxial Staged, Unconsolidated, Undrained	D2850	T296	-	$ 325.00
Triaxial Staged, Consolidated, Undrained	D4767	T297	-	$ 595.00
Triaxial Staged, Consolidated, Drained	D7181	-	-	Ask for Quote
Unconfined Compression	D2166	T208		$ 260.00
Resistance Value (R-Value) Soils	D2844	T190	301	$ 435.00
Resistance Value (R-Value) Treated Soil/Aggregate Base	D2844	T190	301	$ 540.00
Soils - Consolidation				
1-D Consolidation	D2435	T216		$ 455.00
1-D Consolidation (Time Rate)/Per Point	D2435	T216		$ 115.00
Rock - Strength				
Point Load	D5731			$ 75.00
Unconfined Compression	D7012			$ 250.00
Environmental Testing				
pH, Resistivity, Sulfate, Choride Content Suite			417422643	$ 270.00
pH, Resistivity, Sulfate, Choride Content, Redox Potential Suite	G200M		417422643	$ 395.00
Landscape Sutability	LTP.4			$ 140.00
Aggregates - HMA, Concrete				
Seive Analysis - Course and Fine	C136 or D6913	T27	202	$ 240.00
Seive Analysis - #200 Wash	C117	T11	202	$ 135.00
Sieve Analysis - Coarse Aggregate	C136 or D6913	T27	202	$ 190.00
Sieve Analysis- Fine Aggregate	C136 or D6913	T27	202	$ 180.00
Specific Gravity - Coarse Aggregate	C128	T85	206	$ 380.00
Specific Gravity - Fine Aggregate	C127	T84	207	$ 215.00
Sand Equivalent - 3 Point	D2419	T176	217	$ 180.00
Sand Equivalent - 1 Point	D2419	T176	217	$ 135.00
Curshed Particals - Coarse Aggregate (One and two Face)	D5821	T335	205	$ 265.00
Flat and Elongatd Particles	D4791	-	235	Ask for Quote
Clay Lums and Friable Particale	C142	T112		$ 245.00
Fine Aggregate Angularity	C1252	T304	234	$ 240.00
Organic Impurities	C40	T210	213	$ 160.00
Abrasion Resistance LA Rattler	C131/535	T96	211	$ 345.00
Bulk Density Unit Wieght of Aggregate	C29	T19	212	$ 170.00
Aggregate Moisture	C566	T255	226	$ 60.00
Cleanness Value			227	$ 270.00
Durability Index	D3744	T210	229	$ 420.00

2026 Laboratory Fees (Cont.)

Hot Mix Asphalt

Asphalt Binder Content - Ignition Oven	D6307	T308	382	$	250.00
Asphalt Binder Content - Ignition Oven Calibration	D6307	T308	382	$	520.00
HMA Moisture Content		T329	226/370	$	90.00
Maximum Specific Gravity (Rice)	D2041	T209	309	$	255.00
Hveem Stabilty	1561/1560	T247/246	304/366	$	525.00
Asphalt Binder Content by Extraction Method	D2172	T164		$	440.00
Core Unit Weight - Field Speciman	D2726	T166	308	$	70.00
Hamburg Wheel Track		T324	389	$	1,600.00
Tensile Strength Ratio (TSR)	4867	T283	371	$	1,500.00
Unit Wieght, Gyratory	D6925	T312		$	380.00
VMA/VFA/Dust Proportion - MS2				$	200.00

Concrete

Concrete Compressive Strength - 4x8 Cylinders	C39	T22	521	$	45.00
Concrete Compressive Strength - 6x12 Cylinders	C39	T22	521	$	55.00
Concrete Compressive Strength - Core	C42	T24		$	105.00
Concrete Stength - Flexural Beam	C78/293	T97/T177	523	$	135.00

Masonry

CMU Absorption/Unit Wt/Moisture	C140			$	300.00
Masonry Grout Compression				$	55.00
Masonry Mortar Compression				$	45.00
Composite Prism Compression				$	135.00
Masonry Core Shear				$	300.00

Structural Steel

Reinforcing Steel - Tesile				$	120.00
Reinforcing Steel - Bend				$	120.00
Reinforcing Steel - Elongation (Up to #8)				$	120.00
High Strength Bolt - Proof Load- Wedge Tension and Hardness Suite				$	330.00
High Strength Nut - Proof Load and Hardness Suite				$	220.00
High Strength Washer - Hardness				$	110.00
Reinforcing 7 Wire Strand - Tensile				$	380.00

Design

Soil Stabilization Mix Design (Lime or Cement)	D1633		373	$	2,500.00
Full Depth Reclamation - Cement			373	$	3,000.00

Miscellaneous

Sample Preparation by Hour				$	115.00
Specimen cutting				$	85.00
Sample Storage (Starting 90 days after final lab report)				$	150.00

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-845

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Agreement with The Regents of the University of California

RECOMMENDATION

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

BACKGROUND

Assembly Bill 372, a pilot program, effective July 1, 2019 through July 1, 2022 authorized the counties of Napa, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz and Yolo to offer an alternative program for individuals convicted of domestic violence. The bill requires alternative programs meet specified conditions, including that the county performs a risk and needs assessment and includes components which are evidence-based or promising practices, as defined. The bill also requires a county that offers a program pursuant to these provisions to collect specified data and report to the Legislature.

Probation has partnered with the Regents University of California (UC Regents) to provide criminal justice data to assist in linking local data with state criminal history to explore the statewide recidivism outcomes for domestic violence probationers.

This Amendment No. 1 revises information to be submitted to UC Regents from 2018 to 2016.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 240079B with the Regents of University of California to update the research project description for the collection of criminal justice data in order to

evaluate the effects for California's AB 372 Domestic Violence Pilot probationer outcomes since 2016.

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.

AMENDMENT NO. 1
to the
DATA USE AGREEMENT
Between NAPA COUNTY
and
The REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of THE CALIFORNIA POLICY LAB,
REGARDING RESEARCH AND DATA USE

This Amendment No.1 is entered by and between The Regents of the University of California (UC Regents"), acting on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses ("CPL") and Napa County ("Data Owner") each individually referred to as a ("Party"), and collectively as the ("Parties"), to further the purposes described in the Data Use Agreement No. 240079B ("Agreement") between the Data Owner and CPL with an effective date of August 22, 2023, is hereby amended as follows:

PURPOSE: Whereas, the purpose of this Amendment No. 1 is to replace the current Exhibit A – Research Project Description with Exhibit A – Research Project Description (Revised March 2, 2026)

MODIFICATION: The Agreement is hereby modified in the following particulars only:

EXHIBIT A – RESEARCH PROJECT DESCRIPTION

1. Replace **Exhibit A - Research Project Description** with **Exhibit A - Research Project Description (Revised March 2, 2026),** which is attached hereto and hereby incorporated into the Agreement.

AGREEMENT: Except as provided herein all terms and conditions of the original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused this amendment to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature  Date: March 17, 2026

Kathryn Lewis
Associate Director, Industry Alliances Office
UC Berkeley

NAPA COUNTY, a political subdivision of the State of California

By: _____ Date:_____
Amber Manfree, Chair
Board of Supervisors

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

By: *Douglas Parker (via e-sign)*
Date: March 11, 2026

Exhibit A- Research Project Description (Revised March 2, 2026)

This Research Project Description is issued under the Data Use Agreement (the "Agreement") between Data Owner and The Regents of the University of California, on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses ("CPL"), with an effective date August 22, 2023.

Together with the Agreement, this Research Project Description governs the conduct of the research contemplated herein.

1. Project Title: AB 372 Domestic Violence Pilot Evaluation
2. Year-Number: 2023-1 (*Revised March 2, 2026*)
3. Description of the research ("Research"):

   The purpose of this project is to draw on local and state data criminal justice to evaluate the effects of California's AB 372 Domestic Violence Pilot on probationer outcomes. To accomplish this goal, we will identify individuals who were "treated" by the AB 372 Pilot – those in pilot study counties who received sentences that made them eligible for the county to use greater flexibility in setting programming requirements. In addition to local outcomes data, we will link local data to state criminal history data to explore the statewide recidivism outcomes for these individuals. We will then compare the outcomes for the treated to those of similar individuals who were sentenced and served probation terms in the period prior to the pilot. Finally, to address the possibility of broader changes in recidivism trends over the time period, we will identify comparison pre-post cohort of individuals sentenced for different offense types and assess the change in recidivism outcomes for the pilot cohort relative to a comparison cohort.

   The research team will produce a report that summarizes the key findings from this study. CPL plans to publish and distribute this report, making the findings available to California policymakers and practitioners.

4. Description of data to be provided ("Data"):

   Data Owner will include event level probation files with individual-level identifiers for the period 2016-2023.

5. Individual(s) authorized to access the Data, and their corresponding UC campus or other research organization affiliation ("Authorized Users"):

   Dr. Mia Bird, University of California, Berkeley

   For purposes of project completion, access to the Data may also include any research staff or graduate students under the direct supervision of Dr. Mia Bird.

6. In the event the Data provided by Data Owner contains data elements that directly identify an individual ("Direct Identifiers"), can the Direct Identifiers be used to link with other datasets? X Yes __ No
If yes, restrictions on how the Data can be linked:

Personal identifiers, such as the CII number, provided by the Data Owner may be used to link to data provided by other agencies within Napa County, as well as with DOJ. Research will be completed using deidentified data.

7. Upon completion or termination of this project, Data shall be:

Retained by CPL ____ Returned to Data Owner ____ Destroyed__x___

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized representatives:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature _____ Date: 3/17/26
Kathryn Lewis
Associate Director, Industry Alliances Office
UC Berkeley

NAPA COUNTY, a political subdivision of the State of California

By: _____ Date:_____
Amber Manfree, Chair
Board of Supervisors

Read and Understood By:

Signature Mia Bird Date: 03/17/2026
Mia Bird, PhD
Principal Investigator, UC Berkeley

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-312

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: "Measure U Solano Avenue Pavement Repair Project," RDS 25-01 - Construction Contract Award, Oak Knoll Resort LLC Agreement, and Budget Amendment

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

The Solano Avenue road repairs were identified through the County's procedure to do roadway maintenance based on Pavement Condition Index (PCI), an overall measure of the condition of the road surface developed by the United Sates Army Corps of Engineers and later standardized by American Society for Testing and Materials (ASTM). The PCI shows a numerical index ranging from 0 to 100, with 100 being a best roadway condition that is anticipated to support 20 years of use.

Solano Avenue from Locust Avenue (Napa City limit) to Vineyard View Drive (Yountville Town limit) is 3.2 miles with the PCI as low as 14. The proposed treatment will consist of installing new hot mix asphalt surfacing over a full-depth reclamation treatment. The work is scheduled to occur on Solano Avenue, from the City of Napa Limit (Locust Ave) to the Town of Yountville limit (Vineyard View Dr. The roadway is now in varying condition, including "failed" with 81% of the recorded PCIs between 14 and 27. Solano Avenue has extensive amounts of distress affecting the speed and flow of traffic. The Project will result in safer travel ways for the public and increased road durability to meet the continually increased traffic demand of the road. The Project will improve the PCI to 100, with a renewed life span anticipated to be around 20 years.

Additionally, the City of Napa is working in cooperation with Napa County using an existing cost share agreement to fund the portions of the work developed by the City of Napa Public Works Department, within city limits. The cost sharing agreement with the City of Napa is current and in effect, number 220337B.

Similarly, the Project adjacent to the Oak Knoll Resort at 5091 Solano Avenue includes overlay and pavement markings for a required left-turn lane road widening, per the County's issued use permit. The cost for this portion of work is to be paid for by the Oak Knoll Resort. The County is seeking to work in cooperation with neighbors in order to minimize construction impacts on the neighborhood and traveling public, as well as preserving the life of the pavement by combining the work, instead of creating unnecessary joints that would weaken the pavement. The cost sharing agreement with Oak Knoll Resort, LLC is recommended for Board approval today.

On June 24, 2025, the Board of Supervisors approved an authorization of $300,000 to create the project and provide starter funds for design. At the start of the 2026 fiscal year, $4,000,000 was approved to fund the project design and some of the construction phase. On December 9, 2025, the Board of Supervisors approved an agreement with TRC Engineers, Inc. to design the project. On February 10, 2026, the Board of Supervisors authorized the project for advertising and subsequent bid opening.

Bids were received and opened on March 12, 2026. The bid results are attached for reference.

The lowest responsive base bid of $2,999,314 is from Mountain Cascade, Inc., of Livermore, CA. In addition, staff recommends award of Additive Alternate #1 for $811,937, #2 for $26,982, and #3 for $349,579, for a grand total contract cost of $4,187,813. Additive Alternate #1 is for all work north of the Hoffman Ave intersection; Additive Alternate #2 is for work for the Oak Knoll Resort hotel left turn installation, including 2" of new asphalt over the widened new portion of road, and left turn markings; Additive Alternate #3 is for all work shown within the City of Napa limits. These extra pieces have been reviewed for County available funds and by cost sharing partners, respectively.

The total project cost is $5,761,609, including design phase funds previously approved, and the request today for $1,461,609. Approval of the requested actions today will initiate construction. It is anticipated that this project will commence around June 1 and cross into next fiscal year, with completion in October 2026.

Mountain Cascade, Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of construction contract for the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01 to Mountain Cascade, Inc., of Livermore, California for their low grand total bid of $4,187,813;
2. Approval of and authorization for the Chair to sign Agreement No. 260304B with Oak Knoll Resort, LLC, a California corporation for a maximum of $34,490 for County reimbursement from Oak Knoll Resort, LLC for roadwork related to their permit for a left-turn-lane installation (Project Additive Alternate #2); and
3. Approve a Budget Amendment for the following (4/5 vote required):
    a. Increase appropriations for Project 24033 - MT Solano Ave-Big Ranch Rd. Pavement in the Roads Fund (Fund 2040, Sub-Division 2040500) in account 52360-Construction Services by $1,461,609, offset by an increase of $1,461,609 in revenue account 48200-Transfers-In from the

SB-1 Non-Operating Special Revenue Fund; and

b. Increase appropriations in the SB-1 Non -Operating Special Revenue Fund (Fund 2440, Sub-Division 1220052), in account 56100-Transfers Out by $1,461,609, offset by use of its available fund balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 24033 will be funded by SB1-SRF. This project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there's sufficient cash, come to the Board to move forward with the project and establish the project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	On June 24, 2025, $300,000 was approved to partially fund the design work for this project (24033). At the start of the 2026 fiscal year, $4,000,000 was approved to fund the project design and some of the construction phase. Approval is necessary to move forward with needed improvements.
Is the general fund affected?	No
Future fiscal impact:	Remaining budget from Fiscal Year 2025-2026 will be carried over to the Fiscal Year 2026-2027 budget.
Consequences if not approved:	If not approved, the Project will not be constructed, and the needed maintenance will be deferred.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") and Class 2: ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301 and 14 CCR §15302; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Measure U Solano Avenue Pavement Repair Project, RDS 25-01
Board of Supervisors meeting date: 3/24/2026

BIDDING PHASE

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Construction, base bid	$2,999,314	$3,695	$2,995,619	$0	0%	$2,995,619
Award Additive Alternate #1	$811,937	$811,937	$0	$0	N/A	$0
Award Additive Alternate #2	$26,982	$26,982	$0	$0	N/A	$0
Award Additive Alternate #3	$349,580	$349,580	$0	$0	N/A	$0
Contingency	$544,416	$269,416	$275,000	$0	0%	$275,000
Design Consultants	$649,978	$0	$649,978	$244,787	38%	$405,191
Engineering & Administration	$170,013	$0	$170,013	$43,249	25%	$126,764
Construction Mngmt	$209,391	$0	$209,391	$0	0%	$209,391
TOTAL	**$5,761,609**	**$1,461,609**	**$4,300,000**	**$288,036**	**7%**	**$4,011,965**

OK

Reimbursement Agreements, anticipated 100% reimbursement rate

Additive Alternate #2:	$26,982	Oak Knoll Resort, LLC
Additive Alternate #3:	$349,580	City of Napa

Measure U Solano Avenue Pavement Repair Project, RDS 25-01
Bid Opening: 3/12/2026

BIDS RECEIVED

	Bidder:	Base Bid	Additive Alternate #1	Additive Alternate #2	Additive Alternate #3	Total Award Add Alt. #1-3
1	**Low Bidder: Mountain Cascade, Inc.**	$2,999,314.00	$811,937.00	$26,982.00	$349,579.50	**$4,187,812.50**
2	Argonaut Constructors	$3,093,349.00	$994,211.00	$45,655.00	$498,451.00	$4,631,666.00
3	O.C. Jones & Sons, Inc.	$3,100,449.65	$1,127,352.40	$29,091.70	$552,544.10	$4,809,437.85
4	Team Ghilotti, Inc.	$3,167,000.00	$1,136,521.43	$30,079.00	$615,436.00	$4,949,036.43
5	Ghilotti Bros., Inc.	$3,218,750.00	$1,047,455.00	$66,327.50	$553,434.50	$4,885,967.00
6	Bay Cities Paving & Grading Inc.	$3,263,783.50	$812,104.50	$26,559.00	$399,574.00	$4,502,021.00
7	Granite Rock Company	$3,289,670.00	$995,920.00	$56,215.00	$584,993.00	$4,926,798.00
8	Ghilotti Construction Company, Inc.	$3,388,188.00	$1,148,334.00	$32,455.00	$462,331.00	$5,031,308.00
9	Goodfellow Bros. California, LLC	$3,443,558.00	$1,066,818.00	$33,412.00	$373,391.00	$4,917,179.00
10	MARTIN BROTHERS CONSTRUCTION	$4,234,376.75	$1,134,266.00	$42,135.00	$573,956.00	$5,984,733.75
11	EG Paving Construction	$5,409,198.60	$1,238,493.00	$39,042.00	$627,568.00	$7,314,301.60

NAPA COUNTY AGREEMENT NO. 260304B

AGREEMENT BETWEEN OAK KNOLL RESORT, LLC AND NAPA COUNTY REGARDING THE MEASURE U SOLANO AVENUE PAVEMENT REPAIR PROJECT (RDS 25-01)

This Agreement ("Agreement") is entered into and effective as of March 24, 2026, by and between Napa County, a political subdivision of the state of California ("COUNTY") and OAK KNOLL RESORT,LLC, a California Limited Liability Company ("KNOLL RESORT") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, COUNTY plans to construct roadway improvements, including, but not limited to, paving repairs and related curb and utility adjustments for the new pavement for the Measure U Solano Avenue Pavement Repair Project (RDS 25-01) (the "COUNTY PROJECT"), as described in the COUNTY's contracting documents, attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, KNOLL RESORT seeks to construct portions of the left turn lane road widening in the COUNTY's right of way on Solano Avenue with related work, as required by KNOLL RESORT's Napa County Use Permit ENG23-00027 ("WORK"), in cooperation with the COUNTY PROJECT located within the Project Area; and

WHEREAS, the WORK is being consolidated into one construction project to be managed by the COUNTY with KNOLL RESORT paying for those costs associated with the WORK; and

WHEREAS, doing a combined construction project will enable KNOLL RESORT to (1) avoid noncompliance with that portion of the use permit for the left turn lane installation, (2) avoid the impacts of the 5 year moratorium on cutting new asphalt pavement per COUNTY policy that would otherwise require KNOLL RESORT to repave the entire width of the roadway to match the COUNTY PROJECT's new asphalt within the extents of the new left turn lane road widening, and (3) improve efficiency and traffic by completing both the COUNTY PROJECT and the WORK simultaneously; and

WHEREAS, as described in the COUNTY PROJECT as Additive Alternate 2 ("ADD ALT 2") contained in Exhibit "A", attached hereto and incorporated herein by this reference, the COUNTY PROJECT will require pavement improvement including work performed by COUNTY staff and its on-call consultant Miller Pacific Engineering Group engineering, testing, and inspections ("WORK"); and

WHEREAS, in a good faith effort to facilitate the combined COUNTY PROJECT and WORK, the Department of Public Works included the WORK as a bid alternate in connection with the construction for the COUNTY PROJECT and KNOLL RESORT has agreed to reimburse COUNTY for the costs of the WORK; and

WHEREAS, the COUNTY will contract with a contractor to perform the WORK ("CONTRACTOR"), and the COUNTY shall select and contract with such CONTRACTOR in accordance with all applicable public contract laws, including prevailing wage requirements; and

WHEREAS, the COUNTY's Board of Supervisors has approved the design of the reconstruction relating to the COUNTY PROJECT including the WORK; and

WHEREAS, the Parties wish to memorialize the terms and conditions of KNOLL RESORT's agreement to reimburse COUNTY for costs associated with the WORK described in the ADD ALT 2 in Exhibit "A".

TERMS

NOW, THEREFORE, COUNTY and KNOLL RESORT, for the mutual consideration described herein, agree as follows:

1. **Scope of Work Subject to Cost Sharing.** COUNTY shall cause its CONTRACTOR to perform all WORK as described in the ADD ALT 2 in Exhibit "A".

2. **Design and Bidding of Project(s).**
To facilitate the combined work, the COUNTY has assumed the cost of incorporating KNOLL RESORT's plans and specifications for the WORK, incorporated by attachment and bid separately as "Additive Alternate #2," with bids received on March 12, 2026. While the plans and specifications and private consultation for the WORK were incorporated by the COUNTY, KNOLL RESORT remains responsible for all costs associated with preparing the plans and specifications for the WORK and KNOLL RESORT and its engineers shall remain responsible for the sufficiency of the plans and specifications associated with the WORK as well as any alterations or costs that may arise out of unforeseen conditions, inadequacies in the plans and specifications, or changes required to complete the WORK. KNOLL RESORT is further responsible for ensuring the COUNTY has all necessary rights the plans and specifications from KNOLL RESORT's engineers.

3. **Construction of the Project.**

   A. *Procurement.* COUNTY will conduct and be responsible for the procurement of all contracts associated with the construction of the WORK, including selecting and awarding the contract to the lowest responsive and responsible bidder for construction.

   B. *Construction Management and Inspection*. All Parties shall be allowed access to the WORK area, subject to traffic controls and safety precautions during construction of the WORK for inspections during the progress of the WORK. COUNTY and KNOLL RESORT shall coordinate a mutually acceptable date and time for joint inspections and *provided*, *further*, that COUNTY shall be responsible for all construction management oversight of the WORK.

   C. *Notice of Completion.* COUNTY shall ensure that KNOLL RESORT's personal property is reasonably protected in place and operational (to the extent that COUNTY has control over such personal property) through the course of the WORK, ordinary wear and tear resulting from the WORK excepted. Prior to COUNTY accepting the work of the selected construction CONTRACTOR and/or filing a Notice of Completion, COUNTY shall allow KNOLL RESORT fifteen (15) business days to inspect all WORK performed by CONTRACTOR. COUNTY shall not accept the CONTRACTOR's work and file the Notice of Completion for the work until KNOLL RESORT has informed the COUNTY that it accepts the WORK performed by CONTRACTOR or the inspection period has expired. KNOLL RESORT may reject the WORK for reasonable cause solely if the WORK does not materially conform with the description in the ADD ALT 2 in Exhibit "A". In such case, the COUNTY will direct its CONTRACTOR to remediate any non-conforming WORK.

4. **Project Cost, Payments, and Compensation.**

A. *Responsibility for Cost of WORK*. KNOLL RESORT agrees to pay COUNTY for the actual cost of the WORK performed by COUNTY's CONTRACTOR, including the materials and labor costs for the WORK, in accordance with the terms of this Agreement and as described in the ADD ALT 2 in Exhibit "A". KNOLL RESORT also agrees to pay County the actual cost of testing and inspections of the WORK. This Agreement requires KNOLL RESORT to pay the expenses as defined above in accordance with the maximums and procedures in this Section 4. The WORK Scope is estimated to cost the amount set forth below ("Estimated Cost"):

$26,982	CONTRACTOR – Mountain Cascade, Inc. Alternate #2 Bid Amount
$3,508	Contingency for change orders (13% of estimated CONTRACTOR Bid Amount)
$4000	Napa County Staff and Consultant Testing, Inspections, Engineering
$34,490	Total

B. *Payment Upon Invoice*. In accordance with Section 3(A) herein, KNOLL RESORT shall reimburse COUNTY within sixty (60) calendar days of KNOLL RESORT's receipt of an invoice from COUNTY for the WORK, except that the final payment shall not occur prior to the issuance of a Notice of Completion for the WORK. COUNTY shall present invoices no more frequently than monthly and include the CONTRACTOR's progress pay estimate for the WORK.

C. *Permit Obligations and Completion of WORK.* While this Agreement may result in the completion of the one of the conditions of KNOLL RESORT's Use Permit, this Agreement is not intended to and shall not alter any condition of the KNOLL RESORT's Use Permit. Furthermore, KNOLL RESORT agrees that should unforeseen conditions result in costs that exceed the contingency and KNOLL RESORT does not agree to pay for those additional costs to complete the WORK, KNOLL RESORT shall be responsible for completing the WORK with its own forces as well as repaving the full width of Solano Avenue with 2 inch asphalt thickness with all related work to match the COUNTY PROJECT plans and specifications. Moreover, KNOLL RESORT understands and agrees that KNOLL RESORT will not be able to engage in any of this work with its own forces until after the COUNTY has completed the COUNTY PROJECT.

5. Ownership, Maintenance and Operation of the Project.

A. *Ownership of the Project*. Prior to COUNTY accepting the WORK of CONTRACTOR and/or filing a Notice of Completion, COUNTY shall address any close-out issues reasonably identified by KNOLL RESORT that is consistent with the description of the WORK set forth in ADD ALT 2 in Exhibit "A" and once addressed, COUNTY shall request KNOLL RESORT accept the improvements.

B. *Operation of the Project*. Once the WORK is completed, COUNTY will accept responsibility for operation and maintenance of the WORK within the COUNTY's right of way upon completion. KNOLL RESORT's private property shall be maintained by the owner and the COUNTY shall have no obligations related thereto.

6. **Access to Records / Document Retention.** COUNTY will maintain documents relating to the WORK, including construction drawings and other information regarding the construction, for a period of no less than five (5) years following completion of the PROJECT. Financial records associated with the WORK, including payables records, receivable records and grants receivable records, shall be maintained by the Party owning such records for a period of no less than five (5)

fiscal years after the completion of the WORK. The duly authorized representatives of KNOLL RESORT, 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.

7. Term of this Agreement. The term of this Agreement shall commence on the date first above written and shall continue in effect until all payments in Paragraph 3(A) have been made to COUNTY and a Notice of Completion has been filed pursuant to Paragraph 3(C), unless earlier terminated pursuant to Section 18 (Termination); except that the obligations of the PARTIES under Sections 6 (Access to Records / Document Retention) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

8. **Indemnification.**

A. *By KNOLL RESORT*. KNOLL RESORT, shall defend, indemnify and hold harmless COUNTY and the officers, agents and employees of COUNTY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property (collectively, "Liability"), arising out of or connected with KNOLL RESORT's performance of its obligations under this Agreement. Consistent with Civil Code Section 2782, KNOLL RESORT will not be obligated to indemnify COUNTY for the proportionate share of the Liability caused by the COUNTY's active negligence, sole negligence, or willful misconduct.

B. *By COUNTY*. COUNTY shall, and shall cause all contractors and subcontractors who perform work in connection with this AGREEMENT, to defend, indemnify, and hold harmless KNOLL RESORT and the officers, agents and employees of KNOLL RESORT from any Liability arising out of or connected with any aspect of the performance by COUNTY or its officers, agents, or employees, of obligations required of COUNTY under this Agreement. Consistent with Civil Code Section 2782, COUNTY will not be obligated to indemnify KNOLL RESORT for the proportionate share of the Liability caused by KNOLL RESORT's active negligence, sole negligence, or willful misconduct.

C. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

9. **Ongoing Duties and Responsibilities.** In addition to the Parties' duties and responsibilities as described in other sections of this Agreement, the Parties acknowledge and agree to perform the following on an ongoing basis until the WORK is completed:

A. *Regular Staff Meetings*. The respective staffs of COUNTY and KNOLL RESORT and their retained consultants or contractors, will meet as needed to address matters contained in this Agreement.

B. *Commitment of Staff and Resources*. COUNTY and KNOLL RESORT will each provide sufficient staff and/or resources to this process to efficiently meet the goals and tasks set forth in this Agreement.

10. **Warranty of Legal Authority.** Each Party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any Party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

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

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

13. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. The Parties further agree to send supplemental notice by the email as identified below.

    ***Oak Knoll Resort LLC*:**
    835 Fifth AveSan Rafael, CA 94901
    Email: greg@panoramicadvisors.com; trevor@brodiecm.com

    ***Napa County*:**
    Director of Public Works
    1195 Third Street, Suite 101
    Napa, CA 94559
    Email: steven.lederer@countyofnapa.org; sonja.el-wakil@countyofnapa.org

    Changes may be made to the addresses where notices are to be delivered by giving notice pursuant to this provision.

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

16. **Amendment / Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing. In particular, only KNOLL RESORT in the form of written authorization, may authorize extra and/or changed work if beyond the scope of the projected cost as

described in 3.A above. Failure of COUNTY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

17. **Recitals Adopted.** The Parties hereby agree to and adopt the Agreement recitals as portions of this Agreement.

18. **Termination.** Prior to award of the Construction Contract which includes the WORK, either party may terminate this Agreement by giving ten (10) days prior written notice of such termination to the other party.

19. **Governing Law, Jurisdiction, and Venue**. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

20. **Counterparts**. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

[Remainder of page intentionally left blank. Signature page follows.]

21. **Signatures**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the COUNTY and the KNOLL RESORT.

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

HOTEL:

OAK KNOLL RESORT, LLC, a California Limited Liability Company

By: _____
TIMOTHY J. HARMON, Manager

By: Gregory Pitts (Mar 16, 2026 11:05:40 PDT)
GREGORY JUDE PITTS, Manager

COUNTY:

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: March 16, 2026 Project ID: 13115667	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT A

NAPA COUNTY BID DOCUMENTS

"Measure U Solano Avenue Pavement Repair Project," RDS 25-01

Bid documents are available online at:
https://procurement.opengov.com/portal/countyofnapa/projects/231972/downloads

26.03.16_Knoll House_Napa County_Reimbursement Agreement

Final Audit Report 2026-03-16

Created:	2026-03-16
By:	Madeline Hultquist (madeline@brodiegrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz5JTUa19B-GMhX5wEAuMeY4Us64rRrw9

"26.03.16_Knoll House_Napa County_Reimbursement Agreement" History

Document created by Madeline Hultquist (madeline@brodiegrp.com)
2026-03-16 - 5:57:57 PM GMT

Document emailed to greg@panoramicadvisors.com for signature
2026-03-16 - 5:58:01 PM GMT

Document emailed to Timothy Harmon (tharmon@palisadeshospitality.com) for signature
2026-03-16 - 5:58:01 PM GMT

Email viewed by greg@panoramicadvisors.com
2026-03-16 - 6:05:05 PM GMT

Signer greg@panoramicadvisors.com entered name at signing as Gregory Pitts
2026-03-16 - 6:05:38 PM GMT

Document e-signed by Gregory Pitts (greg@panoramicadvisors.com)
Signature Date: 2026-03-16 - 6:05:40 PM GMT - Time Source: server

Email viewed by Timothy Harmon (tharmon@palisadeshospitality.com)
2026-03-16 - 7:29:48 PM GMT

Document e-signed by Timothy Harmon (tharmon@palisadeshospitality.com)
Signature Date: 2026-03-16 - 7:30:09 PM GMT - Time Source: server

Agreement completed.
2026-03-16 - 7:30:09 PM GMT

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-313

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Reject all Bids and authorize the Director of Public Works to re-advertise the "South Campus Building 4 HVAC Upgrades" Project, PW 23-10.

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 South Campus Building 4 HVAC Upgrades Project (Project 23018). (No Fiscal Impact)

BACKGROUND

The South Campus Building 4 Air Handler Units (AHUs) 1, 2, and 10, the building's hydronic boiler system, and control system have exceeded their useful service lives and have required frequent and increasingly costly maintenance and repairs in recent years. In addition, the age and deterioration of AHUs 1, 2, and 10 have resulted in rainwater intrusion through the units and into the second floor of the building, causing interior damage. After completion of the construction project, interior repairs will be completed under a separate project. The Facilities Master Plan Program has identified this project as a high priority and funding was allocated in fiscal year 2025-26 to complete the design and construct improvements.

The construction contract includes a Project Labor Agreement, otherwise known as a Community Workforce Agreement. The agreement is intended to support a stable workforce, reduce the risk of work disruptions, and help ensure the project is completed safely, on schedule, and with a qualified local workforce. Some electrical work is specified as sole sourced to be compatible with the Napa County Public Works Property Management existing Siemens global control system.

Following approval of the construction contractor's submittals, the AHUs are anticipated to take approximately

four (4) to six (6) months to fabricate, test, and deliver to the project site. Other related construction efforts, including the boiler replacement and HVAC controls replacements, are anticipated to occur concurrently and work is expected to continue until project completion in early 2027.

The South Campus Building 4 HVAC Upgrades Project was advertised on February 10, 2026. The Department of Public Works opened seven (7) bids on March 10, 2026. The bid results of the three (3) lowest bidders are listed below:

Turnkey HVAC	Hayward, CA	$3,349,835
Lawson Mechanical Contractors, LLC	Sacramento, CA	$3,521,385
Intech Mechanical Company LLC	Roseville, CA	$3,570,125

Turnkey HVAC (Turnkey) was the apparent lowest bidder. On March 16, 2026, the County received a formal bid protest from Lawson Mechanical Contractors, LLC (Lawson) of Sacramento, CA. The bid protest asserted that Turnkey's bid was non-responsive due to the inclusion of a zero-dollar value for Bid Item No. 11, "New Domestic Hot Water Boilers (Lochinvar-FBN-1501)", and that the bid did not set forth pricing for each item of work as required by the Instructions to Bidders.

Turnkey provided a written explanation stating that costs associated with the boilers were included under Bid Item No. 12, "New Boiler System Hydronic Pumps and Piping System", based on their interpretation of the project Plans, Specifications, and standard industry distinctions between hydronic heating systems and domestic hot water systems. Turnkey indicated that its bid was intended to include all required work and that the allocation of costs among bid items reflected its interpretation of the contract documents.

County staff, in consultation with County Counsel, reviewed the bid submissions, the protest, and the explanations provided by Turnkey. This review identified inconsistencies between the bid item descriptions, the project Plans, and the Technical Specifications, including different terminology and references to the boiler system. These inconsistences created the potential for varying interpretations by bidders regarding the scope and allocation of costs among bid items. As a result, bid pricing was not presented on a consistent or comparable basis across all bidders.

Therefore, staff determined that the County cannot clearly establish the lowest responsive and responsible bidder based on the bids received. Staff further determined that revisions to the bid documents are necessary to clarify the scope and intent of specific bid items to align the bid schedule with the Plans and Specifications, and provide a uniform bidder understanding. Staff recommends rejecting all bids and re-advertising the project with revised bid documents to maintain the integrity of competitive bidding and ensure fair and equitable competition.

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 South Campus Building 4 HVAC Upgrades Project, PW 23-10.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Design cost for this project are in Project 23018. Construction funds will be reallocated from the Facilities Master Plan (FMP) Project.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project will improve the HVAC system for part of South Campus Building 4 and will ensure proper function of the existing system. It will provide proper working conditions for those already working in the building and will provide additional usable space for future County needs.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin in FY 2025-26 and will be completed in FY 2026-27.
Consequences if not approved:	The project will not move forward into the construction phase.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Rejecting all bids and re-advertising is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. The HVAC Upgrades to South Campus Building 4 is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the repair and maintenance of existing public facilities involving negligible or no expansion of existing or former use.

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-330

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Deer Park Region Paving Project," RDS 25-02

RECOMMENDATION

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

BACKGROUND

Roads planned for rehabilitation are selected based on their existing Pavement Condition Index (PCI), which is an overall measure of the condition of the road surface developed by the United States Army Corps of Engineers and later standardized by the American Society for Testing and Materials (ASTM). The PCI shows a numerical index ranging from 0 to 100, with 100 being the best roadway condition that is anticipated to support 20 years of use.

Public Works uses the PCI information to develop a 5-year plan which optimizes the use of available funds to assist in prioritizing road resurfacing projects. This is not an analysis that selects repairs based on "worst first." Instead, it is based on repairs that provide the greatest efficiency per dollar spent. In many cases spending smaller amounts of money on maintenance towards roads that aren't in bad shape can be much more effectively spent than a larger funding amount towards a road that has already failed.

The roads to be included in the project are as follows:

Deer Park Road (4.07 miles) (PCI 51)

Sanitarium Road (1.75 miles) (PCI 41)

Glass Mountain Crossroad (0.11 miles) (PCI 52)

White Cottage Road (3.83 miles) (PCI 28)

College Avenue (0.82 miles) (PCI 43)

On June 25, 2024, the Board approved project creation of the Deer Park Region and West Zinfandel paving

project which included rehabilitation of the following roads: Deer Park Road, Sanitarium Road, Sunnyside Road, Glass Mountain Crossroad, and West Zinfandel Lane. The project was planned for construction in 2025. However, during design coordination staff discovered that both Pacific Gas and Electric and the St. Helena Hospital have ongoing and scheduled utility underground project in the area in 2025. Therefore, the paving project was postponed until 2026, to allow completion of the underground work prior to paving. West Zinfandel has since been constructed under a separate paving project as it had no known utility undergrounding project conflicts. With the removal of West Zinfandel from this project, this project's name has been changed from the "Deer Park Region and West Zinfandel Paving Project" to the "Deer Park Region Paving project."

On October 21, 2025, the Board approved Amendment No. 2 which incorporated White Cottage Road and College Avenue into the project as they are both in the vicinity of Deer Park Road. Staff determined that including these roads in the "Deer Park Region Paving Project" would be more efficient and cost effective than rehabilitating them as part of a later project. This project is proposed to be constructed this summer and will include Deer Park, White Cottage, College, and Glass Mountain Crossroad. Sanitarium will be included as an "additive alternate", but it is not believed we have sufficient funds to accomplish that this year. Sanitarium will most likely be paved in 2027 instead. Also, the Roads Department is working on a separate project for Sunnyside and Mund.

The estimated construction cost for this project is $6,000,000. Finals costs will be confirmed through the competitive bidding process.

The plans and specifications for the "Deer Park Region Paving Project" are complete and ready for approval by the Board Supervisors to be advertised. Project plans and specifications are available to view on the <https://www.napacounty.gov/1607/Current-Projects> website. Staff will return to the Board at a later date to request approval of the contract award based on the lowest responsible bid and to request a budget amendment to fund the project through construction.
Requested Action:

1. Approve Plans and Specifications for the "Deer Park Region Paving Project," RDS 25-02 and authorize advertisement of sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Preliminary cost for the project is budgeted in Fund 2040, Sub-Division 2040500, Project 24034. Staff will return to the Board when awarding the construction contract to amend the budget. Funding for this project is coming from Measure U funds.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of Plans and Specifications and Authorization to advertise the project for sealed bids is required to move project into the construction phase.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request a budget amendment to fund the project through construction.
Consequences if not approved:	The roadway repairs will be delayed.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-353

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Leigh Sharp, Deputy Director of Public Works

SUBJECT: Amendment No. 5 to Professional Service Agreement 170684B with Humane Society of Napa County and SPCA, Inc.

RECOMMENDATION

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

BACKGROUND

Prior to the adoption or release of domestic animals in the custody of the Animal Shelter, animals are to be examined, spayed or neutered, micro-chipped and vaccinated. The Animal Shelter also provides no-cost spay/neuter vouchers to County residents to have domestic animals spayed or neutered and vaccinated as an animal health and population control measure. On average, the Animal Shelter funds a combined total of over 1,200 spay/neuter surgeries annually for dogs, cats, and rabbits. Spay and neuter services have been shown to be effective for population control, lead to a longer and healthier life for animals, and can result in a generally better-behaved animal.

Humane Society of Napa County (Napa Humane) has a longstanding history of providing low-cost spay, neuter and other veterinary services for the Animal Shelter and community. They are the only large-scale, reliable low-cost spay/neuter clinic in Napa County. Through their fundraising efforts as a registered non-profit, they are able to offer service rates below cost, helping them to meet their mission of promoting the welfare of companion animals. The Animal Shelter utilizes the services of Napa Humane for low-cost spay/neuter, for in-Shelter veterinary assistance, and for behavior assessment and training services.

There has been a significant increase in the number of animals in the care of the Animal Shelter, 32% between 2022 and 2025, and an 18% increase during the first six months of FY26 when compared to the first six months of FY25. A large portion of the increase between FY25 and FY26 is related to the number of kittens coming into the Animal Shelter. Overall, in terms of animal welfare and population management, this is a good thing. However, it also results in an increased need for the services of Napa Humane for spay/neuter services and for

in-Shelter veterinary assistance related to common kitten ailments such as ringworm. As a result, an amendment to Agreement No. 170684B is needed to increase annual compensation to ensure that low-cost spay/neuter services continue to be available to the Animal Shelter.

Recommended Action: Approve and authorize Amendment No. 5 to Agreement No. 170684B with Napa Humane to increase the annual contract amount by $100,000 for a new maximum of $330,000 per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Animal Shelter Operations (Subdivision 5040000)
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Animal intake is significantly higher than previous years and additional compensation for Napa Humane is needed to provide required spay/neuter services to animals in the care of the Animal Shelter.
Is the general fund affected?	No
Future fiscal impact:	The veterinary services provided by Napa Humane will continue to be budgeted as needed in future fiscal years.
Consequences if not approved:	The Animal Shelter will not have sufficient funds in the contract with Napa Humane to continue to receive low-cost spay/neuter services. The Animal Shelter would need to find an alternative provider.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 170684B
AMENDMENT NO. 5

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 170684B is made and entered into as of this _____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and HUMANE SOCIETY OF NAPA COUNTY & SPCA, INC. (Napa Humane), 501(c)(3) nonprofit corporation, whose mailing address is P.O. Box 695, Napa, CA 94559, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No.170684B (the "Agreement") on December 20, 2016, to provide, at discounted rates, spay and neuter services, as well as any other authorized and recommended veterinary care services, for all animals in the care of COUNTY, as authorized by Government Code section 31000; and

WHEREAS, the Agreement was amended on March 10, 2020, to increase compensation, amended on April 20, 2021, to extend the term of the Agreement, amended on April 19, 2023 to revise the scope of work and increase compensation, and amended on April 23, 2024 to increase compensation; and

WHEREAS, CONTRACTOR continues to operate the only large scale low cost spay/neuter and veterinary care services clinic (the "Clinic") in Napa County, California; and

WHEREAS, COUNTY continues to require low cost spay/neuter and veterinary care for domestic animals in the custody and for the benefit of COUNTY, continues to offer a program of providing vouchers for County residents with domestic animals to obtain spay or neuter services for free or reduced cost in the interest of population control, continues to desire on-site and off-site veterinary and animal behavior services offered by CONTRACTOR to maximize care for animals in the custody of the Animal Shelter and for community spay and neuter services; and

WHEREAS, the intake of animals in the care of the COUNTY increased by 31% between 2023 and 2025, and the average daily population increased by 35% during the same time period; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase maximum compensation to address demand for services.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 3(c) is hereby amended to read in full as follows:

3. **Compensation.**

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for professional services and expenses shall be a total of THREE HUNDRED THIRTY THOUSAND DOLLARS ($330,000) per fiscal year; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

2. Electronic Signatures. This Amendment 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.

[Rest of Page Intentionally Left Blank]

3. Except as provided in paragraphs 1 and 2 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 5 was executed by the parties hereto as of the date first above written.

HUMANE SOCIETY OF NAPA COUNTY & SPCA, INC

By _____
WENDI PISCIA, Executive Director

By _____
KATHY MILLICH, President, Board of Directors

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair, Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Sabrina S. Wolfson Deputy County Counsel Date: February 19, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-392

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Approval of Plans and Specifications for the "Ag Building Rehab Project", PW 26-16

RECOMMENDATION

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

BACKGROUND

The Napa County Agricultural Commissioner's Office is responsible for the implementation of federal, state, and local regulatory programs within Napa County. The regulated programs are designed to promote agriculture and protect the environment and public health. One such program is Senate Bill 7 which requires that newly constructed multi-unit residential buildings applying for water service after January 1, 2018, install water submeters for each individual unit. To support this effort, this project will remodel the Agricultural Warehouse in preparation for installation of a new water meter test bench, which includes demolition of the existing bathroom, storage room, and kitchen space to create one larger room to accommodate the test bench. The new test bench will feature an increased testing capacity to meet the comprehensive testing of all water meters throughout Napa County.

On December 16, 2025, the Board of Supervisors authorized creation of the "Ag Building Rehab Project" and a budget amendment of $177,800 was approved, transferring funds to the project from the Agricultural Commissioner-Sealer budget.

The Engineer's Estimate for construction of the Ag Building Rehab project is $122,064. The Plans and Specifications are complete and ready for approval by the Board of Supervisors, which are available to view on the <https://www.napacounty.gov/1607/Current-Projects> website. County staff will return to the Board of Supervisors to present a detailed project budget based on the lowest responsible bid and to request a budget amendment and authorization to award.

Requested Actions:

1. Approve Plans and Specifications for the "Ag Building Rehab Project", PW 26-16 and authorize advertisement of sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 3000, Sub-Division 3000550, Project 26019. Revenue for this project is proposed from the Agricultural Commissioner-Sealer budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of Plans and Specifications and Authorization to Advertise the project for sealed bids is required to move the project into the construction phase.
Is the general fund affected?	Yes
Future fiscal impact:	Future fiscal impact will include routine building maintenance funded through the Agricultural Commissioner-Sealer's budget.
Consequences if not approved:	If not approved, the rehabilitation cannot begin and preparations for the water meter test bench cannot be completed impacting conformance with Senate Bill 7.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-411

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Upper Partrick Road Rehabilitation Project," RDS 24-37

RECOMMENDATION

Approve the Plans and Specifications for the "Upper Partrick Road Rehabilitation Project," RDS 24-37, and authorize advertisement for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary)

BACKGROUND

The Upper Partrick Road Rehabilitation Project will repair approximately 0.9 miles of Partrick Road beginning near address 1766 and extending west to the point where the road narrows to a single lane. Roads are selected for rehabilitation based on their Pavement Condition Index (PCI), which is a numerical index ranging from 0 to 100 that measures pavement condition. The PCI for this segment of Partrick Road is approximately 29, indicating a roadway in poor condition requiring rehabilitation. This segment of roadway is severely deteriorated and is experiencing several slow-moving slides, deep pavement cracking, and areas of significant pavement distress.

The project will improve drivability and long-term roadway stability. The proposed work includes construction of limited stitch pile retaining walls at locations where roadway movement has been observed and where slope instability poses the greatest risk to the roadway. Pavement sections exhibiting the most severe distress will be leveled with new asphalt concrete, and the roadway will receive a full overlay to extend the life of the pavement. Three culverts will also be replaced.

On December 3, 2024, the Board of Supervisors approved creation of the "Upper Partrick Road Rehabilitation Project" and a budget amendment to fund design and construction of the project. The plans and specifications are complete and are ready for approval by the Board of Supervisors. The project plans and specifications are

available to view on the https://www.napacounty.gov/1607/Current-Projects website. Upon approval, Public Works staff will advertise the project for bids and return to the Board at a later date to request authorization to award the construction contract.

Construction of the project is anticipated to occur during the 2026 construction season.

Requested Action:

Approve the Plans and Specifications for the "Upper Partrick Road Rehabilitation Project," RDS 24-37 and authorize advertisement for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2040, Sub-Division 2040500, Project 25015
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to move the project into bidding phase.
Is the general fund affected?	No
Future fiscal impact:	Staff may return to request a budget amendment to award the construction contract.
Consequences if not approved:	The roads will not be repaired, resulting in a potential roadway safety hazard.
Additional Information	N/A

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Napa County Upper Partrick Road, RDS 24-37						
Project 25015						3/5/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$1,400,000	$0	$1,400,000	$0	0.0%	$1,400,000
20% Construction Contingency	$280,000	$0	$280,000	$0	0.0%	$280,000
Design and Engineering	$100,000	$0	$100,000	$63,000	0.0%	$37,000
Design and Engineering Contingency	$0	$0	$0	$0	0.0%	$0
Lands, TCE, Utility Relocating	$0	$0	$0	$0	0.0%	$0
Construction Management	$110,000	$0	$110,000	$0	0.0%	$110,000
County Project Management/Administration Construction Inspection	$70,000	$0	$70,000	$0	0.0%	$70,000
Enviro Survey, Geotech and Special Inspections, Construction Phase	$40,000	$0	$40,000	$30,500	0.0%	$9,500
Permits	$0	$0	$0	$0	0.0%	$0
TOTAL	**$2,000,000**	**$0**	**$2,000,000**	**$93,500**		**$1,906,500**

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-412

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: North GA Ramp Reconstruction Project- Approval of Plans and Specifications and Authorization to Advertise; Approval to Submit Federal Grant

RECOMMENDATION

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

BACKGROUND

The North General Aviation (GA) Ramp was originally constructed in 1958 and has a very poor Pavement Condition Index (PCI) of 25. The ramp is approximately 10 acres and is used by various aircraft types for transient parking and self-service fueling operations. On March 25, 2025, the Board of Supervisors (Board) approved creation of Capital Project 25040 (North GA Ramp Reconstruction Project) for engineering design and administration efforts for new pavement, Taxiway A entry redesign, drainage and electrical improvements, and a new aircraft parking plan, consistent with current FAA standards.

The Airport received a Categorical Exclusion determination for this project from the FAA under the National Environmental Policy Act (NEPA) on May 8, 2024. On August 22, 2025, Napa County executed a grant agreement with the FAA in the amount of $477,720 for the design efforts associated with the project. The construction portion of the project is eligible for additional entitlement grant funds from the FAA under the Airport Infrastructure Grant program for approximately $3,057,000, or 95% of total project cost, and will not move forward without a grant agreement. The remaining sponsor share of approximately $152,850, or 5% minimum grant match, will be funded from the Airport Enterprise Fund.

Today's requested action will approve the construction plans and specifications for PW26-04 and authorize staff to complete the necessary steps for an Invitation for Construction Bids (IFB). Airport staff anticipate coming back to the Board in May 2026 with a request to accept the lowest responsive construction bid, approve the associated construction contract, approve a Construction Administration contract for project management, and approve an associated budget amendment to increase project funds with final project costs. Engineers estimated costs for construction are approximately $4,556,000. The project plans and specifications are available to view on the https://www.napacounty.gov/1607/Current-Projects website.

Requested Actions related to the "North GA Ramp Reconstruction Project":

1. Approve Plans and Specifications for the "North GA Ramp Reconstruction Project", PW26-04;

2. Authorize staff to advertise an invitation for sealed bids and open at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code.

3. Authorize the Director of Public Works to apply for a grant in the amount of up to $3,057,000, with a 5% matching requirement of approximately $152,850, and execute a FAA Airport Improvement Program (AIP) grant agreement to fund the North GA Ramp Reconstruction Project.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	North GA Ramp pavement, originally constructed in 1958, is failing and unable to sustain current Aircraft Operations in a safe manner.
Is the general fund affected?	No
Future fiscal impact:	Airport anticipates getting a Federal Grant for this project in FY26-27 and the project will extend into future fiscal years, budgeted in the Airport Enterprise CIP Fund (Fund 5010) accordingly.
Consequences if not approved:	If not approved, Napa County Airport would not be maintaining its infrastructure as required by the FAA and could lose grant funds dedicated to Napa County Airport.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that the project is exempt from the California Environmental Quality Act [See Class 2 ("Replacement or Reconstruction") which may be found in

the guidelines for the implementation of the California Environmental Quality Act at 14 CCR 15302].

North GA Ramp Reconstruction, PW 26-04		CIP # 25040	AIP #			3/6/26
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date***	**Appropriation Amount Spent to Date**	**Appropriation Amount % Spent to Date**	**Appropriation Amount Balance**
Environmental	$0	$0	$22,602	$22,602	0%	$0
Technical Study	$0	$0	$4,594	$4,396	96%	$198
Design	$0	$0	$467,667	$231,570	50%	$236,097
Design Admin	$0	$0	$8,000	$3,146	39%	$4,854
Construction	$3,963,355				0%	
Construction Contingency 5%	$198,167				0%	
Construction Management/Inspection	$385,000				0%	
Construction Admin	$20,000				0%	
Total Project	**$4,566,522**	**$0**	**$502,863**	**$261,713**	**52%**	**$241,149**
Total Federal Project Cost	$4,368,355				0%	
Federal Grant Share	$3,057,000				0%	
Sponsor Share	$1,311,355				0%	
Sponser Final Share and 5% contingency	$1,509,522				0%	

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-417

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Approve creation of Capital Improvement Project 26033 with associated Budget Amendment and Approval to Submit Federal Grant

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

The Airport submits an Airport Capital Improvement Plan (ACIP) to the Federal Aviation Administration (FAA) every year for concurrence on grant-eligible projects. To facilitate completion of projects planned for future fiscal years, the FAA requested Napa County update its adopted Pavement Maintenance Management Plan (PMMP), formerly known as Airport Pavement Management System (APMS).

Last completed in 2017, under FAA Airport Improvement Grant 33, the pavement tests and core samples are over 10 years old. Additionally, the airport is undergoing several revitalization efforts that have removed certain pavements, enhanced others, and found new conditions prompting attention. An updated PMMP, required for project justifications to the FAA, will be a comprehensive review of all pavement and subgrade areas on the Airport and access roads.

The FAA has agreed to fund the PMMP Update in the federal FY2026 grant cycle, which is FY 2026-27 for the County budget cycle. To accomplish the final application submittal by FAA's June 2026 deadline, the County

must create a CIP project and receive approval to apply for and execute the grant. The County has released a Request for Qualifications to establish a list of Airport on-call consultants consistent with FAA requirements for consultant selection (Advisory Circular 150/5100-14E). Once completed, Airport staff will return to the Board of Supervisors to execute on-call agreements and anticipate the first task order to be the PMMP planning efforts.

The PMMP is subject to an FAA grant for an estimated $427,500, or 95% of total project cost, and will not move forward without an FAA grant agreement. The remaining sponsor share of $22,500, or 5%, will be funded from the Airport Enterprise Fund. The proposed budget amendment of $450,000 includes planning document and design services ($430,000) and administrative costs ($20,000).

Requested Actions related to the "Pavement Maintenance Management Plan Update":

1. Approve creation of a new Airport Capital Improvement Project 26033, PW 26-27 for the "Pavement Maintenance Management Plan Update";

2. Approve a Budget Amendment for the following:

a. Increase Intrafund Transfers Out appropriation by $450,000 in the Airport Operations budget (Fund 5010, Subdivision 5010000) offset by the use of its available fund balance to transfer to Project 26033 and increase its Intrafund Transfers In revenues (Fund 5010, Subdivision 5010500, Project 26033, Account 49900);

b. Increase Consulting Services appropriation by $430,000 in Project 26033 budget (Fund 5010, Subdivision 5010500, Project 26033, Account 52310); and

c. Increase Engineer Services appropriation by $20,000 in Project 26033 budget (Fund 5010, Subdivision 5010500, Project 26033, Account 52145).

3. Authorize the Director of Public Works to apply for and execute a FAA Airport Improvement Program (AIP) grant agreement to fund the Pavement Maintenance Management Plan Update for estimated grant funding of $427,500.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The Pavement Maintenance Management Plan Update is required to receive Federal and State grant funds in future fiscal years. This is a new capital project with funding sourced from the Airport Enterprise Fund (Fund 5010) and will seek reimbursement of 95% of total project cost under the Federal Aviation Administration (FAA) grant.
Is the general fund affected?	No
Future fiscal impact:	This project will extend into future fiscal years and will be budgeted in the Airport Enterprise CIP Fund accordingly.
Consequences if not approved:	If not approved, the Napa County Airport would not be eligible for FAA and state Grant funds. The airport would not be able to maintain the airport without grant funding.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15273(a) (1) and (2) (State CEQA Guidelines) and therefore CEQA is not applicable.

Pavement Maintenance Management Program, PW 26-27	CIP # 26033	AIP #				3/6/26
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date***	**Appropriation Amount Spent to Date**	**Appropriation Amount % Spent to Date**	**Appropriation Amount Balance**
Environmental	$0					
Technical Study	$0					
Design	$430,000	$430,000	$0	$0	0%	$0
Design Admin	$20,000	$20,000	$0	$0	0%	$0
Construction	TBD					
Construction Contingency 5%	TBD					
Construction Management/Inspection	TBD					
Construction Admin	TBD					
Total Project	**$450,000**	**$450,000**	**$0**	**$0**	**0%**	**$0**
Total Federal Project Cost	$450,000					
Federal Grant Share	$427,500					
Sponsor Share	$22,500					
Sponser Final Share and 5% contingency						

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-406

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Capital Asset Purchase: BRINC Lemur 2 Drone

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

The mission of the Napa County Sheriff's Office Small Unmanned Aircraft Systems (sUAS) Team is to use drone resources to protect the lives and property of citizens of Napa County and first responders in a constitutionally and legally sound manner and in compliance with regulations. The sUAS Team operates under Federal Aviation Administration (FAA) guidelines and all pilots undergo strict training, including obtaining FAA Remote Pilot Licensing. UAS equipment is used to support first responders in Search and Rescue, disaster response, barricaded suspects, hazardous material spills, natural disasters, crime scene preservation and documentation, traffic accident investigations, high-risk tactical operations and community outreach.

The sUAS Team currently operates several different types of DJI Mavic drones which are sufficient for basic surveillance tasks, but there is a growing need for versatile drones that can be utilized in a multitude of law enforcement operations. To address this need, the Sheriff's Office has been researching today's drone market for suitable drone models and has found one in the BRINC Lemur 2 drone.

The BRINC Lemur 2 drone is the only law enforcement grade drone system that offers a wide range of capabilities, including maneuvering in tight spaces, breaking windows for entry, pushing doors open, delivering or dragging small objects during negotiations with a payload attachment, resume normal operation if dropped, flip over if knocked over on its back, ability to produce real time floor plans, and can be deployed in under a minute. In addition, it is weather resistant, has an integrated spotlight, night vision, two-way communication,

has obstacle awareness, and thermal vision. These capabilities allow the drone to be utilized in many different situations.

BRINC is the sole manufacturer and developer of the Lemur 2 drone as well as the sole provider of a proprietary comprehensive fleet management, live streaming and operations hub. This drone is manufactured in the United States and meets the security standards set forth by the National Defense Authorization Act (NDAA).

Recommendations:

1. Authorize the purchase of a BRINC Lemur 2 Operations Bundle drone and establish it as a capital asset in the amount of $21,549.
2. Approve a Budget Amendment in the Sheriff's Operations budget Equipment expenses (Fund 1000, Org 1360000, Obj 55400), increasing appropriations by $21,549, offset by a decrease in appropriations of the same budget by $21,549 from Law Enforcement Supplies (Object 53620). (4/5 vote required)
3. A waiver of competitive bidding requirements and sole source award for the purchase of a BRINC Lemur 2 Operations Bundle drone from BRINC for a total of $21,549 pursuant to County Ordinance Code 2.36.090.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget (Org 1360000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The purchase of the versatile BRINC Lemur 2 drone enhances officer safety, operational efficiency, and community service capabilities. Modern public safety drones provide cost-effective aerial support that improves situational awareness while reducing risk to personnel and the public.
Is the general fund affected?	Yes
Future fiscal impact:	Any future fiscal impact will be budgeted accordingly.
Consequences if not approved:	If not approved, the Sheriff's Office would not purchase a Lemur 2 drone, which can be an essential tool to effectively assist during critical incidents and natural disasters.

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

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-398

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Maiko Klieman, Chief Budget Officer

SUBJECT: Fiscal Year 2026-27 Fiscal Strategy and Budget Policies; Fiscal Year 2025-26 Mid-Year Fiscal Review and Recommended Budget Amendments

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

Staff will present the recommended Fiscal Year 2026-27 Fiscal Strategy and Budget Policies along with the Fiscal Year 2025-26 mid-year fiscal review, focusing particularly on the General Fund. This review enables staff to identify and address any current year budget issues in a timely manner. This review also assists in preparing next fiscal year's budget, in part by providing an estimate of Fiscal Year 2025-26 ending available fund balance, which becomes the beginning available fund balance for Fiscal Year 2026-27. After an analysis of each departmental budget was completed, using six-months of actual data and projecting through to the end of the fiscal year, adjustments to either revenues or appropriations are being recommended to align with the projections.

The following attachments will be presented for discussion.

- A memorandum that projects the County's fiscal condition based on a mid-year estimate.
- Exhibit A - Fiscal Year 2026-27 Fiscal Strategy and Budget Policies.
- Exhibit B - Recommended fiscal year 2025-26 budget amendments for various funds.

Requested Actions [4/5 vote required]:

1. Approve the Fiscal Year 2026-27 Fiscal Strategy and Budget Policies (Exhibit A); and
2. Approve Fiscal Year 2025-26 mid-year budget amendments for various funds (Exhibit B).

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	After a careful analysis of each department, certain adjustments and increases to appropriations are necessary to provide sufficient funding for services provided. Details of the requested budget amendments are attached as Exhibit B.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	The fiscal strategy and budget policies will not be updated to reflect recommended changes in the area of the General Fund Contributions and departmental budgets will not have sufficient appropriations to cover estimated expenditures for this fiscal year.
Additional Information	None

ENVIRONMENTAL IMPACT

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

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Ryan J. Alsop
Chief Executive Officer

To: Board of Supervisors

From: Ryan Alsop, Chief Executive Officer

Date: March 24, 2026

Subject: Fiscal Strategy, Budget Policies, and Mid-year Fiscal Review for Fiscal Year 2025-26

Introduction

Our fiscal strategy and budget policy document (Exhibit A) provides the structural roadmap in the development of our annual budget. It is important to review this document annually as Board priorities and fiscal climates change. Aside from the presentation style, the only material modification in the attached documentation for the fiscal year 2026-27 budget development is in Section 1 of the Budget Policies regarding the level of General Fund Contributions. While committing to maintain sustainable levels of General Fund Contributions to Roads, Fire and Housing and Community Services, this policy now provides for an annual analysis and discussion rather than an automatic transfer.

A mid-year review of the County's budget status, focusing particularly on the General Fund, is an important element of our on-going fiscal monitoring process. Using six months' worth of actual revenues and expenditures, we work with departments and the Auditor-Controller's Office to forecast revenues, expenditures and Net County Cost, through the end of the fiscal year. This review enables us to identify and address any current-year budget challenges in a timely manner. It also assists us in preparing the fiscal year 2026-27 budget by providing an estimate of the General Fund ending available fund balance as of June 30, 2026, which becomes a budget resource for the next fiscal year. A similar analysis is completed for all funds to ensure fiscal stability and sustainability of services provided within each fund.

Mid-Year Fiscal Review – General Fund

Using the most current financial information available, we conservatively estimate that the General Fund will complete this fiscal year (2025-26) with an available ending fund balance of approximately $11.2 million. This is roughly an $800,000 increase compared to the adopted budget projection of $10.4 million and is a result of several adjustments, both within revenues and expenditures.

The chart on the next page shows a high-level summary with the differences from the Adopted Budget and the 2025-26 Mid-Year Estimates.

GENERAL FUND SUMMARY
Fiscal Year 2025-26

	Adopted Budget	Mid-Year Budget Estimates	Difference
Beginning Available Fund Balance	$ 57,268,624	$ 55,801,672	$ (1,466,952)
Projected Revenues	306,679,752	302,565,610	(4,114,142)
Total Financial Resources	$ 363,948,376	$ 358,367,282	$ (5,581,094)
Projected Expenditures	$ 341,321,348	$ 333,237,362	$ (8,083,986)
Increase to Designation for Fiscal Uncertainty	10,000,000	10,000,000	-
Increase to General Reserves (Policy Level)	2,225,000	3,928,667	1,703,667
Total Financial Requirements	$ 353,546,348	$ 347,166,029	$ (6,380,319)
Add to (Reduction of) Available Fund Balance	$ 10,402,028	$ 11,201,253	$ 799,225

Analysis of Major Variances

The following is a brief explanation for the differences in projected revenues and expenditures identified above.

A. General Fund Revenues are estimated to be approximately $4.1 million lower (net) than the Adopted Budget.

The primary decreases ($10.3 million) in revenues are in the following areas:

1. Property Tax revenues are currently projected to be approximately $7.0 million lower than budgeted, due to an overestimation of end-of-year receipts and year-to-year growth in assessed value coming in well below the 10-year average.
2. Sales Tax is projected to be approximately $550,000 lower than budgeted based on the most recent report received from the HDL Companies, who provide sales tax forecasts.
3. Transient Lodging Tax revenues are projected to be approximately $750,000 lower than budgeted based on the latest market trends.
4. Proposition 172 revenues, a permanent half-cent sales tax in California for local public safety, are projected to be approximately $2.0 million lower than budgeted due to a calculation error in the adopted budget for the current fiscal year.

These decreases are offset primarily by the following increases ($6.2 million) in revenues:

1. Release of disaster FEMA audit funds of $2.8 million.
2. Release of unused Roads disaster CIP funds of $1.2 million.
3. Reimbursement from California Public Utilities Commission - Local Agency Technical Assistance grant for the broadband project expended in the prior fiscal year of $500,000.
4. Increase in PBES permit and planning fees of $1.0 million.
5. Various other small increases totaling approximately $700.000.

B. General Fund Expenditures are projected to be approximately $8 million lower (net) than the Adopted Budget.

The primary decreases ($11.8 million) of expenditures are in the following areas:

1. $500,000 decrease in County Counsel's office's due to less than anticipated outside counsel legal costs. Legal services expenses vary significantly from year to the next based on litigation matters pending and what phase of the process they are in.
2. Fleet Vehicle Replacement Fund is an Internal Services Fund and has accumulated excessive fund balance. It plans to credit departments back at end of this fiscal year and the estimated amount back to the General Fund is $1.157 million.
3. $9.0 million decrease from not transferring General Fund to the Fire Fund due to Fire Fund having sufficient fund balance.
4. $1.175 million decrease from not transferring 4th quarter General Fund contribution to the Housing & Community Services due to it having sufficient fund balance.

These decreases are offset primarily by the following increases of expenditures ($3.4 million):

1. $925,000 salary increase due to Deputy Sheriff's Association's labor negotiations.
2. $750,000 increase to Conflict Public Defender legal costs.
3. $850,000 increase due to new leased office space.
4. $840,000 increase due to transfer to Roads for the latest storm repairs.

During the mid-year analysis, departments have identified budget adjustments needed based on actual activity throughout the year. Where possible, departments are "shifting" appropriations within their control to offset deficits, instead of utilizing available fund balance.

However, we are recommending mid-year budget increases to appropriations in the General Fund totaling $376,000, offset by the use of available fund balance, primarily to cover new contractual obligations entered into throughout the year. We are also recommending amendments for funds other than the General Fund, which are either budget neutral or using the respective fund's available fund balance. Details of the mid-year budget amendments are attached to this report as Exhibit B.

The estimated ending available fund balance for June 30, 2026, of approximately $11.2 million, suggests that the General Fund should have the necessary resources to make it through the rest of the fiscal year without the need to make expenditure reductions beyond those that have already been made or assumed in these projections.

It is important to remember, because departments work on mid-year budget estimates with only six months' worth of actual data, with another six months remaining, the mid-year estimates tend to be very conservative, notably with expenditures coming in below estimates, usually resulting in actual numbers at the end of the fiscal year to be much better.

Given the implications of this forecast, and the uncertainty of next fiscal year and beyond, staff will return to the Board early in October for a budget update when final accounting is completed and the fiscal year is closed.

Five-Year Forecast

The purpose of the Five-Year Forecast is to evaluate current and potential future fiscal conditions to guide policy and programmatic decisions. Forecasts present estimated information based on past, current, and projected financial conditions to help identify future revenue and expenditure trends that may have an immediate or long-term influence on government policies, strategic goals, or community services. It is important to develop and monitor these estimates on a regular basis to ensure good fiscal discipline and maintain essential community services.

Although we estimate current budget requirements to be met, actuals from the previous two fiscal years, and mid-year projections of the current fiscal year, are demonstrating that growth in General Fund expenditures is outpacing growth in General Fund discretionary revenue sources (Property, Sales, and Transient Occupancy Taxes). This will be a key informant in the development of next fiscal year's budget.

To minimize the increases to the expenditures for next year's budget, departments are being guided to build their budgets with no increase to service levels and no increase to staffing unless they are able to provide savings to offset the cost elsewhere. Only adds/deletes of positions with no net increases or extremely minimal increases were approved. Staff is also analyzing every General Fund contribution to other funds and will recommend appropriate levels of funding based on need to continue sustainable service levels, as modified in the Budget Policies.

Staff will come back during the budget hearings with a five-year forecast using the recommended fiscal year 2026-27 budget as the base year, looking four years into the future. Staff will present the forecast using past trends and current assumptions with the best information available to date.

Future Stress Factors on the General Fund

There are several budgetary issues that your Board will be facing going into the fiscal year 2026-27 budget. As mentioned, the increase in expenditures are outpacing the increase in available discretionary revenues. In addition, the list below demonstrates current stress factors that are known today and will continue to challenge the limits of our General Fund resources.

- Property Tax revenue growth is not increasing at the same pace as expenditures due to lower than average growth in assessed values. Other key discretionary revenue streams, such as sales tax and transient occupancy taxes, are underperforming in today's economic climate.

- General Liability and Property Insurance costs are increasing by nearly $2.0 million (28%) from fiscal year 2025-26 to fiscal year 2026-27. The cost for liability and property insurance has been increasing each year, and it is unknown by how much in the future years.

- Health Insurance costs for the employees are increasing by nearly $2.0 million (10%) from fiscal year 2025-26 to fiscal year 2026-27. The cost for health insurance has been increasing each year, and it is unknown by how much in the future years.

- The estimated total cost of the General Plan update is approximately $6.5 million, including $1.7 million for the current fiscal year to update the Baseline Data Report. Roughly half of the cost is projected to be covered by collected fees, resulting in a net General Fund cost of approximately $3.2 million over an estimated six years.

- In the December 2025 storm event six roads were damaged. At the March 10th BOS meeting, your Board approved $1,707,891 from the Roads Operations budget to the six project budgets for the design costs. It is anticipated an additional $8.5 million will be needed for the construction phase. Construction of five projects is currently scheduled for the summer of 2026, with and additional one scheduled in 2027.

- Lake Berryessa Concessions budget was funded partially by a Federal grant. The cost to the County is currently around $250,000. Due to the Federal grant expiring, the General Fund cost is expected to increase to $700,000 by fiscal year 2027-28.

- The current labor agreement with the Napa Association of Public Employees - Public Service Employee unit, representing most County employees, expires in June 30, 2027.

- County facilities are aging and in need of renovation. Not only are major capital needs increasing, but this has also required the County to enter into leased space while still maintaining the current buildings.

- Excess ERAF revenue continues to be unpredictable and includes the uncertainty of VLF funding, without a State legislative fix, pending Napa County Unified School District becoming basic aid.

- Ongoing Federal and State financial pressures/reductions are greatly affecting the funding for our most vulnerable populations we serve through our Health and Human Services Agency and programs offered through Housing and Community Services. This includes, but is not limited to, Behavioral Health and Mental Health Service Transitions, and the new HR1 (Medicaid eligibility) changes. Staff will come back at a future meeting with more details on these programs.

- A half-cent sales tax increase to fund Parks and Fire prevention projects may be on the November 2026 ballot. If passed, it is expected to raise approximately $23.0 million per year starting April 1, 2027. Currently, the General Fund includes approximately $6.3 million in annual expenditures, and in certain years more, to support wildfire mitigation and prevention, and parks and open space preservation.

I want to thank our Department Heads and County staff for their work in reviewing their budgets and being proactive in looking for cost efficiencies while still maintaining superior services to our residents.

NAPA COUNTY
Fiscal Strategy and Budget Policies
Fiscal Year 2026-27

Napa County has a history of financial stability and fiscal prudence, which results in stability in the services we provide. Strong budget policies, reviewed and updated annually by the Board of Supervisors, are a key factor in this stability. The Fiscal Strategy and Budget Policies are intended to be used in conjunction with the County's adopted Strategic Initiatives and the annual Five-Year Forecast, to guide the development of the annual Recommended Budget, as well as any mid-year budget adjustments.

The Fiscal Strategy identifies the goals the county will prioritize and provides a long-term strategy to provide services through various economic conditions. The Budget Policies are designed to be effective over several years but are reviewed and updated annually to allow the County to respond to changing financial and organizational conditions. Together, these documents identify the Board's priorities and assist departments with implementing these priorities through the budget process. The Five-Year Forecast evaluates current and potential future fiscal conditions that guide policy and programmatic decisions.

The annual review and adoption of these policies support the recommended 2025-2030 Initiative to *Elevate County Service and Workforce Excellence.*

Fiscal Strategy

I. Goals:

- **Implement Strategic Initiative:** In October 2025, the County Board of Supervisors adopted the Napa County 2025-2030 Strategic Initiatives, a five-year framework that defines shared goals, guiding values and measurable priorities to shape County decisions, services and investments through 2030. The priorities in the Strategic Initiatives should be reflected in the annual budget. Although not encouraged, requests for new General Fund resources should support Strategic Initiative priorities.

- **Pursue Operational Efficiencies:** Combine, reorganize or eliminate programs/processes to respond to changing needs or priorities. Identify lower priority programs that can be reduced or eliminated to free up resources to fund higher priority programs determined by a four-fifths vote of the Board of Supervisors. Carefully review and justify all expenditure line items to identify possible cost reductions.

- **Pursue New Revenues:** Pursue new revenues and ensure fees charged for services cover all costs incurred to provide those services. To the extent possible, any new revenues for programs receiving General Fund support shall be used to offset the cost of existing staff and programs, rather than funding new staff or programs. Requests for new positions will be considered only if the new positions are required as the result of a program mandate, are 100% funded by the new revenue source or are a Board priority. If new revenues are limited in duration and require additional staff, limited term positions shall be used.

- **<u>Maximize the Board's Discretion</u>:** Except where the Board has previously made a decision to earmark revenues for a particular purpose, wherever legally possible, revenues should be treated as discretionary resources rather than as dedicated to a particular program or service. The goal is to give the Board as much flexibility as possible in allocating resources to local priorities.

II. Strengths and Challenges:

The General Fund is the primary operating fund with most of the discretionary revenue coming from property tax, sales tax, and transient occupancy tax (TOT).

Strengths:

- The General Fund has remained strong through financial downturns and natural disasters, in part due to the prudent fiscal policies of the County.
- The Board maintains a General Reserve balance equivalent to 15% of combined operational appropriations for the General Fund (not including Disaster Response and Recovery, transfers to the Accumulated Capital Outlay Fund, contributions to the Health and Human Services Agency, Roads or Fire Funds) and the Health and Human Services Fund. These funds can only be used during budget adoption or in response to a Publicly Declared Emergency.

Challenges:

- The State has historically used counties as a significant part of budget "solutions" when resources are insufficient to fund state programs, even during times of growth. The Federal budget continues to be volatile.
- The County will likely continue to face future fiscal challenges including continued and enhanced demand for services and a growing backlog of unmet needs in some areas, particularly fire prevention and capital needs;
- Increased costs of core county services due to personnel costs; and
- Limited growth in discretionary, semi-discretionary and certain other revenues and the possibility of reduced state revenues for services the County provides on behalf of the state.

III. Philosophy, Guiding Principles and Key Policies

Philosophy:

As the only general-purpose local government covering a geographic area that includes cities and special districts – and with responsibility for both countywide and municipal services and for administering various programs on behalf of the state – counties are under pressure to be the funder or service provider of last resort when it comes to local interest and needs. Meanwhile, counties' ability to raise revenue is limited and more constrained by state mandates and requirements than many other local governments.

Given this, a key premise is that the County cannot be all things to all people, nor can it be the "government of last resort." We recognize the County's role as a provider of services in keeping with the traditional county model. Although the County is a significant thread

in a tapestry of federal, state and local government services, the County must rely on other government organizations, not-for-profit agencies, faith-based organizations, and family institutions to provide the spectrum of services our community requires.

Consequently, a major focus of this fiscal strategy is setting priorities for use of limited discretionary resources.

Guiding Principles:

1. The County will maintain sufficient General Fund cash reserves and fund balance to provide adequate cash flow and avoid the need for short-term borrowing and to provide a hedge against an unanticipated fiscal crisis.

2. The County's emphasis will be on using General Fund discretionary resources to finance "core" County programs. These include traditional County programs or services that state law has made the responsibility of counties and that have historically been funded by local taxpayers.

3. In those cases where a significant need exists and Napa County has determined that the County will not assume responsibility for funding or service delivery, the County may opt to provide advocacy, coordination, technical assistance, and/or start-up financial assistance to aid others in the provision of those necessary services.

4. Except when necessary to respond to emergent or urgent situations, the County will not use one-time or limited duration revenue to fund ongoing operating costs. Instead, one-time or limited duration revenue will be used to meet non-recurring needs, like capital projects or paying down unfunded liabilities.

5. The County's goal is that, on average, **actual** annual General Fund operating expenditures will not exceed operating revenue.

6. In periods of fiscal distress it is appropriate to temporarily use fund balance and/or reserves to help balance the General Fund budget, but only if that use is part of a plan to achieve long-term structural balance, with the goal of achieving structural balance within 24 months.

7. Generally speaking, it is better to do a few things well than many things poorly. The County's goal is to provide high priority services in a professional, effective, and efficient manner, even if it means limiting the number or type of lower priority services provided.

8. The County administers a number of costly state programs that are primarily funded by state and federal dollars. Recognizing the limitations on the County's ability to increase discretionary revenues, in the event of a reduction in resources for these programs, the County's goal, to the extent legally possible, is to not backfill reductions in state and federal dollars with discretionary dollars.

9. To maintain as much flexibility as possible to address priority needs and deal with exigent circumstances, wherever legally possible, revenues are to be treated as discretionary resources, rather than dedicated to a particular program.

10. When charging for services or claiming federal or state revenues, the County's goal is to recover the full cost of services provided, including departmental and county overhead.

11. Generally, it is appropriate to use discretionary resources to fund programs or services that provide a broad public benefit. To the extent legally possible, programs or services that primarily benefit a smaller sub-group should be paid for with user fees or assessments.

12. The County provides countywide services to people who live in all areas of the County and municipal services to residents of the unincorporated area. Because city residents already pay taxes or fees to their cities for municipal services, it is important to ensure that city residents do not subsidize the cost of providing services to residents of the unincorporated area.

13. The County has a fiduciary responsibility to the taxpayers to ensure that public funds are spent only to achieve an appropriate public purpose and that any expenditure of public funds incorporates appropriate control and accountability measures to ensure that the public purpose is being achieved.

14. One-time resources will be spent on one-time expenditures. Revenues which have been received for multiple consecutive years may be treated as on-going revenue.

Key Multi-year Fiscal Policies:

1. General Reserve Policy: Maintain a General Reserve balance equal to 15% of General Fund and Health and Human Services Fund appropriations (not including Disaster Response and Recovery, transfers to the Accumulated Capital Outlay Fund, contributions to the Health and Human Services Agency, Roads or Fire Funds). The General Reserve is to be maintained at this level, except in the case of a dire emergency or declared natural disaster.

2. Once the General Reserve requirement is met, and after evaluating all existing and new Assignments, evaluate any remaining General Fund sources to reduce long-term liabilities, as identified in the annual budget policies.

3. Consider transferring unappropriated General Fund discretionary resources to the Capital Improvement-Accumulated Capital Outlay (ACO) Fund to be retained to address unmet capital needs. In addition to funding the ACO Fund, select Board Priorities may be considered for funding with CEO Recommendation and a 4/5th vote.

IV. Fiscal Contingency Strategy

To the extent that the annual Five-Year Forecast shows that there is a deficit during the five-year projection period, expenditure reductions or other actions may be taken, if needed, to address a significant reduction in resources, as set forth in this Strategy.

The potential components of any fiscal contingency strategy are essentially the same for all local governments: incremental expenditure cuts; major program cuts; identifying and implementing new revenue sources; distinguishing between high priority and lower priority programs; across-the-board funding cuts; etc. The differences come in how these components are structured in any particular jurisdiction (i.e., what happens first, what programs, if any, are exempt from reductions, etc.).

The County's approach to structuring the components of a Fiscal Contingency Strategy is set forth below.

General Philosophy

To the extent possible, across-the-board reductions in expenditures will be avoided. Reductions will be made on a case-by-case basis, focusing particularly (though not exclusively) on discrete programs or services. Maintaining a highly professional service delivery system is of foremost importance to the County. Thus, if it becomes necessary to make significant service level reductions, the goal will be to reduce the quantity of a service provided rather than the quality of service.

Also, it does not necessarily make sense to fund current operations at the expense of long-term capital or planning programs. Consequently, every effort will be made to continue capital and planning programs geared to meeting the County's long-term needs.

Resource Reduction Priorities

Short-term Actions

The following actions will be considered when dealing with the immediate impact of a

significant reduction in resources. The purpose of these actions is to achieve immediate savings and/or better position the organization to deal with the impact of longer-term actions once they are implemented. The actions are listed in priority order:

1. Major General Fund-supported office space remodels will be halted, unless they are required to address critical health or safety needs.

2. Purchase of equipment and capital assets will be selectively deferred. Funding source and impact on service delivery will be considered in implementing the deferral.

3. Implementation of new programs not fully operational and/or not fully revenue offset, will be halted.

4. Approval of contracts for services, not fully revenue offset, will be selectively deferred. Funding sources and impact on service delivery will be considered in implementing the deferral.

5. A selective hiring freeze will be implemented.

Longer-Term Actions

The following actions will be considered when dealing with the longer-term impact of a significant reduction in resources. The actions are listed in priority order and lower priority actions will be implemented only if higher priority actions are insufficient to deal with the fiscal shortfall. Once the County's fiscal situation improves, staff will seek direction from the Board on whether to restore funding or otherwise return to the pre-reduction levels.

1. A moratorium will be placed on implementing new programs or expanding existing programs if the cost of those programs or expansions is not fully revenue offset and a secure, long-term funding source is not identified.

2. To the extent legally possible, or where it does not impact the public's health and safety, place a hard freeze on backfilling reductions in federal or state funding, or in using General Fund money to cover cost of doing business increases for programs primarily funded by state or federal resources.

3. Moderate reductions in discretionary support will be made on a case-by-case basis. These reductions will focus first on programs appropriately funded by dedicated resources (such as fee-supported programs where fees are not yet at full cost recovery or state or federal programs where the County provides an over-match). Reductions made at this point will generally have only a limited impact on service levels and may, in some cases, be offset by increases in fees.

4. Discretionary funding for programs appropriately funded by dedicated resources will be significantly reduced or eliminated. This may involve reducing the County match to the minimal mandated level. In the case of programs that are primarily the state's responsibility, the County will consider returning responsibility to the state for operating those programs, to the extent permitted by law. In the case of fee-supported programs where the fee structure does not fully cover program costs, fees will be increased to fully cover those costs.

5. Limit the annual transfer of General Fund revenue to the Community Investment Fund (which is funded by a portion of TOT) as called for in current Board policy to those amounts encumbered by a multi-year contract. Do not enter into any new contracts or renew any contracts for use of Community Investment Fund money.

6. Discretionary resources that have been earmarked by the Board for certain purposes will be reviewed and proposed for re-allocation to fund core County programs.

7. Major program reductions will be proposed in programs appropriately funded with discretionary resources, starting with the lowest priority service areas and moving on to higher priority service areas as needed. Reductions will be made in the following priority order, focusing on maintaining adequate service levels in core programs:
    - Community Resources/Infrastructure
    - General Government – Civic Services (excluding services related to property tax assessment, collection, and apportionment)
    - Law, Justice, and Public Safety
    - Health and Human Services

8. Place a moratorium on all General Fund supported facilities capital improvement projects, other than those needed to address critical health and safety needs. Transfer any unobligated funds in the Accumulated Capital Outlay Fund to the General Fund.

9. A reduced work week or period of unpaid leave may be proposed to achieve salary savings.

V. Revenue Enhancement Strategy

This Revenue Enhancement Strategy describes whether, and how, the County will seek additional revenue to fund needed services.

The County will not seek increases in major discretionary revenue sources or new discretionary revenue sources, such as a local option sales tax or an increase in the TOT, unless this is associated with a new program.

The County may seek additional funding through:

- Pursuit of grants, though grants will only be pursued for operational funding if the funding is for programs or services the County would otherwise have provided and the grant provides on-going funding or will be used to supplant General Fund resources.

- Increases in fees for fee-supported programs, where the current fees do not fully cover the cost of the program or to keep pace with increases in the cost of doing business.

Budget Policy

I. General Fund Contributions (includes General Fund Departments and General Fund Contributions to non-General Fund Departments)

- **Maintain existing service levels and corresponding Net County Cost for General Fund Departments:**

  Departments receiving General Fund support shall prepare a budget that maintains the existing service level taking into consideration net county cost targets. Any changes to service level must be noted for Board consideration and be aligned with the Board's priorities.

- **Maintain Sustainable Levels of County Contribution to Non-General Fund Departments or Programs:**

  a. HHSA Fund: It is the intent for the General Fund to support the existing service level, while the agency continues to maximize the leveraging of State and Federal Funds. The annual contribution for HHSA operations will be the previous year contribution plus the negotiated cost of living adjustment (COLA).
  b. HHSA - IHSS MOE in accordance with WIC Section 12306.16. It is the intent for the General Fund to cover the statutory General Fund obligation to IHSS, with realignment covering the appropriate share.
  c. IHSS Authority: It is the intent for the General Fund to provide the Federal and State matching requirements for the In-Home Supportive Services Authority
  d. Roads Fund: The contribution to the Roads fund will be evaluated to determine need based on dedicated funding sources (Measure U and SB1), matching requirements, and capacity of staff to complete projects. The minimum annual General Fund contribution will be the Measure U required maintenance of effort (MOE) Obligation.
  e. Fire Fund: Contributions to the Fire Fund will be considered annually, limited to one-time health and safety capital expenditures, if funding within the fund is inadequate to cover replacement cost.
  f. Housing and Community Services: The contribution to the Housing and Community Services fund will be considered annually and evaluated to determine need based on dedicated funding sources, matching requirements, and Board priority.
  g. Community Investment Fund: In accordance with Section 8F of County Policies, fiscal conditions permitting, transfer General Fund resources to the Community Investment Fund in an amount equal to 12.5% of the prior calendar year's actual General Fund Transient Occupancy Tax (TOT) revenue. The current primary focus of expenditures is on programs or services of regional significance related parks and open space, and arts and culture.
  h. All Other Funds: Contributions to all other Non-General Fund Departments will be reviewed annually and unless identified as unnecessary or unwarranted, the transfer amount shall remain consistent with the prior fiscal year transfer amount. Amounts based on actual costs such as salary and benefits, e.g. transfer to the Library Fund for the cost of the Library Director (required by State Code), will be adjusted accordingly.

II. Fund Balance Assignments:

All fund balance assignments shall be reviewed to determine if the need continues to exist or should be cancelled and reallocated to the General Fund's available fund balance or a different assignment.

III. Personnel:

- **Position Changes:** New Positions will not be considered in the fiscal year 2026-27 budget unless the positions are funded by secure, on-going, non-General Fund sources. Exceptions may be recommended to the Board of Supervisors by the County Executive Officer based on County's priorities, needs or mandates. As program needs change, Departments can review their current vacant positions and/or frozen vacancies and request position changes through the Add/Delete process.

- **Conversion of Limited Term positions:** All Limited Term (LT) positions that are set to expire during the budget year shall be evaluated for deletion, extension of LT, or conversion to permanent positions. Stability of funding source and on-going service level needs shall be considered in this evaluation.

- **Vacancy Factor:** A vacancy factor calculated using historic vacancy rates is required to be calculated for departments with twenty full-time equivalent positions or greater.

IV. Infrastructure and Capital Investments:

- **Capital Reserves:** Once General Reserves and Assignment for Fiscal Uncertainties are funded, and consideration is given to reducing long-term liabilities shown below, transfer any remaining discretionary resources to the Accumulated Capital Outlay (ACO) Fund to be retained to assist in addressing future capital needs. Monies will be transferred from the ACO Fund as needed to cover the cost of Major Capital Improvement projects as approved by the Board of Supervisors.

- **Capital Assets (Including Vehicles):** Requests for capital assets may be considered if they can be funded in a manner that does not create an increased Net County Cost; if the Board has previously approved the project or expenditure; if the capital asset is a replacement being made in accordance with an approved replacement schedule; or, if there is a health and/or safety need. Requests for new vehicles are strongly discouraged and should be discussed with Fleet Management prior to submission to the CEO's office.

V. Outside Funding Budget Policy:

- **New or Enhanced Discretionary Programs:** Departments shall not propose new or enhanced programs unless those programs are fully funded (including overhead costs) or if the program is required to fulfill a legal mandate. Departments shall not propose new or enhanced programs using one time revenue that may create an ongoing net county cost.

Requests must support the Board priorities and will be evaluated by the County Executive Office to determine if the increase is financially viable and sustainable.

Funding can be accomplished by 1) a grant or other dedicated revenue source in the current year and future years, 2) being included in the planning and implementation of a major capital project, or 3) reallocating resources from a lower priority program to a higher priority program in accordance with the following criteria:

a. The investment targets: (a) accountability and regulatory compliance issues; or (b) critical public health and safety needs;
b. The request is justified in terms of workload, service demand (include an analysis of the service level impact), and the efficient use of other resources in the relevant department;
c. The investment is needed to address a significant County liability; or
d. The need shall be sufficiently critical to justify the request.

- **State and Federal Funding Impact:** For programs where State or Federal funding has been reduced or eliminated, the County shall not backfill this loss from General Fund sources unless mandated, or the Board of Supervisors has determined the program is a local priority as determined by a four-fifths vote.

  In the event that Napa County receives additional State and Federal funding, in support of Napa County's response to emergencies, the funding shall be allocated to the following categories, in no particular order:

  a. replenish strategic reserves to policy levels
  b. emergency response, recovery, and planning
  c. maintain service levels
  d. restore the Accumulated Capital Outlay per policy
  e. reinstate any payments addressing long-term liabilities that were diverted due to emergencies

- **New Grants**: As required by Board Policy Part I, Section 8A, all grant requests are to be approved by the County Executive Office prior to submittal to the granting entity. Budget requests based on new grant funding shall not be included in the Recommended Budget unless the County has received official notification of Grant Award.

  In addition to Board Policy Part I, Section 8A, departments must document how funding will be provided for the duration of the program. To the extent legally possible, all grant applications shall be based on full costing, including overhead and indirect costs.

  Where matching funds are required for grant purposes, departments shall provide as much "in-kind" contribution as allowed, instead of hard-dollar matches. Unless long-term funding is secure, departments should avoid adding staff to support new grant-supported programs. If it is necessary to add staff, limited term positions shall be used.

VI. Long-term Liability Reduction:

- **Other Post-Employment Benefits (OPEB):** Continue to fully fund the County's OPEB liability on a 20-year amortization schedule by transferring funds to an irrevocable trust. Allocate OPEB costs to the relevant County departments based on a State-approved allocation formula.

- **115 Trust for Pension and OPEB Benefits:** Consider available General Fund resources to fund the 115 Trust for Pension and OPEB. The Internal Revenue Code (IRC) 115 Trust, which is administered by the Public Agency Retirement Services (PARS), can only be used to fund future pension and OPEB obligations. The funding goal is a General Fund contribution equivalent to cost sharing contributions made by employees.

- **Pre-Payment of PERS Costs:** Pre-pay the County's annual Public Employee Retirement System (PERS) Miscellaneous employees and safety employees' pension costs, thereby avoiding the costs of interest accrued through the year, as appropriate and to the extent possible.

VII. Reserve and Contingency Policies:

Implement the General Reserve and Assignment for Fiscal Uncertainty at Board approved funding levels.

Exhibit B

Fiscal Year 2025-26 Mid-Year Budget Amendments
Fund 1000 - General Fund Budget Divisions
Total Use of Available Fund Balance = $376,000

1. **County Executive Office Division**: Increase appropriations for Information Technology Services (ITS) charges offset by a decrease of salaries and wages in the amount of $135,000 due to a full-time position transfer from CEO to ITS and six months of related costs. Additional appropriation increases due to new contractual agreements for videography services and the Social Pinpoint Software for community engagement, as well as increased Property Management charges originally allocated to Fire for space that is now occupied by CEO. Use of Available Fund Balance $52,500.

   County Executive Office (Division 10200, Sub-division 1020000)

Increase	52130-Information Technology Svcs	$ 135,000
Decrease	51100-Salaries and Wages	$ 135,000
Increase	52810-Advertising/Marketing	$ 30,000
Increase	53415-Computer Software/License	$ 12,500
Increase	52510-Maint B&I-PW Charges	$ 10,000

2. **Non-Departmental Division:** Decrease non-departmental discretionary revenues due to an overstatement in adopted budget estimates. This reduction is offset by the cancellation of the General Fund transfer-in to the Fire Fund. The Fire Fund transfer was for the fire prevention activities which moved to the General Fund, Division 15000 in fiscal year 2024-25.

   Non-Departmental (Division 10500, Sub-division 1050000)

Decrease	41100-Property Taxes Current Secured	$ 6,040,000
Decrease	41150-Property Taxes Current Unsecured	$ 485,000
Decrease	41300-Supplemental Property Tax-Current	$ 400,000
Decrease	41400-Sales and Use Tax	$ 550,000
Decrease	41500-Transient Occupancy Tax	$ 750,000
Decrease	41600-Property Transfer Tax	$ 450,000
Decrease	44400-Delinquent Tax Penalties	$ 325,000
Decrease	56135-Transfers-out to Fire	$ 9,000,000

3. **Central Services Division:** Increase appropriations to reimburse Information Technology Division (ITS) for non-ITS grant work completed by ITS staff, new contractual agreements for security services at the Administration Building and Bay Alarm monitoring services, and storage cost of generators at the Airport. Use of Available Fund Balance $63,500.

   Central Services (Division 10520, Sub-division 1052000)

Increase	52130-Information Technology Svcs	$ 11,500
Increase	52335-Security Services	$ 43,000
Increase	52605-Rents/Leases-Bldgs/Land	$ 9,000

4. **Central Services and County Executive Office Divisions:** Board approval for this amendment is required for reallocating appropriations between two Divisions (County Executive Officer and Central Services). For fiscal year 2025-26 budget, the Divisions of Community Outreach and Purchasing were combined as part of the County Executive Office Division. However, the liability insurance related to the staff was erroneously budgeted to the old Divisions. Use of Available Fund Balance $0.00.

<u>County Executive Office (Division 10200, Sub-division 1020000)</u>		
Increase	52700-Liability Insurance	$ 11,030
<u>Central Services-Community Outreach (Division 10520, Sub-division 1052002)</u>		
Decrease	52700-Liability Insurance	$ 36
<u>Central Services-Purchasing (Division 10520, Sub-division 1052003)</u>		
Decrease	52700-Liability Insurance	$ 10,994

5. **Public Works and PBES-Parks Divisions:** Increase appropriations for security services at the Administration Building and shifting grounds work done by Property Management staff for non-County facilities (Historic Courthouse and Cutting Wharf Boat Launch) in the amount of $160,000, and increasing utility costs in the amount of $140,000 for the EV Charging stations. These increases are partially offset by a decrease in Salaries and Benefits from vacancy savings. In addition, increase Transfers-out, with a corresponding Transfers-in, of $27,000 to reimburse PBES-Parks staff for work at Skyline Park. Use of Available Fund Balance $160,000.

<u>Public Works Administration Building (Division 12200, Sub-division 1220000)</u>		
Increase	52510-Maint B&I-PW Charges	$ 160,000
Increase	53205-Utilities	$ 140,000
Decrease	51100-Salaries and Wages	$ 140,000
Increase	57900-Intrafund Transfers-out	$ 27,000
<u>Planning, Building and Env Mgmt – Parks (Division 17500, Sub-division 1750000)</u>		
Increase	49900-Intrafund Transfers-In	$ 27,000

6. **Conflict Public Defender Division:** Increase appropriations due to extra costs for investigators and experts related to several ongoing complex major crime cases. Use of Available Fund Balance $100,000.

<u>Conflict Public Defender (Division 13400, Sub-division 1340000)</u>		
Increase	52140-Legal Services	$ 100,000

7. **Sheriff and Sheriff-Coroner Divisions:** Board approval for this amendment is required for reallocating appropriations between two Divisions (Sheriff and Sheriff-Coroner). The Sheriff-Coroner Division is experiencing higher than anticipated professional expenses, offset by a decrease in law enforcement supplies in the Sheriff Division. Use of Available Fund Balance $0.00.

Sheriff (Division 13600, Sub-division 1360000)		
Decrease	53620-Law Enforcement Supplies	$ 80,000
Sheriff-Coroner (Division 13610, Sub-division 1361000)		
Increase	52220-Medical/Lab Services	$ 80,000

8. **Probation – Juvenile Hall and Administration Divisions:** Board approval for this amendment is required for reallocating appropriations between two Divisions (Probation-Juvenile Hall and Probation-Administration). The Probation-Juvenile Hall division is experiencing an increase in Salaries and Wages from overtime and extra help for unfilled vacancies along with an equity increase approved for Juvenile Hall Counselors. The increase is offset by an appropriation decrease in Salaries and Wages and Other Professional Services in the Probation-Administration Division. Use of Available Fund Balance $0.00.

Probation-Juvenile Hall (Division 14210, Sub-division 1421000)		
Increase	51100-Salaries and Wages	$ 550,000
Probation-Administration (Division 14200, Sub-division 1420000)		
Decrease	51100-Salaries and Wages	$ 300,000
Decrease	52490-Professional Services	$ 250,000

9. **Agricultural Commissioner-Sealer Division:** Increases in appropriations totaling $73,000 are due to various expenses related to warehouse building improvements and creating new office spaces. This increase is offset by increase in estimated revenues from the State for unclaimed gas tax in the same amount. Use of Available Fund Balance $0.00.

Agricultural Commissioner-Sealer (Division 16000, Sub-division 1600000)		
Increase	43300-State Revenue	$ 73,000
Increase	52505-Maint Bldg & Improvements	$ 10,000
Increase	52510-Maint B&I-PW Charges	$ 13,000
Increase	52900-Training/Conference	$ 7,500
Increase	53105-Office Sup-Furn/Fixtures	$ 22,000
Increase	53300-Clothing & Personal Supplies	$ 5,500
Increase	53400-Minor Equipment Supplies	$ 15,000

10. **Fund 2000 Health and Human Services Agency**: Increase appropriations due to increased staffing costs and a higher volume of payments to physical groups and hospitals for bad debt, offset by increased State funding and a transfer-in from the Non-Operating Special Revenue fund restricted for Emergency Medical Services. Use of Available Fund Balance $0.00.

Public Health Administration (Division 20001, Sub-division 2000100)		
Increase	51100-Salaries and Wages	$ 83,000
Increase	53500-Support and Care of Persons	$ 197,000
Increase	43110-State Motor Vehicle in Lieu	$ 35,000
Increase	48200-Transfers-in Revenue	$ 245,000
Health and Sanitation Non-Operating Special Revenue Fund – Emergency Medical Services (Fund 2460, Division 24602, Sub-division 2000152)		
Increase	56100-Transfers-out Expense	$ 245,000

11. **Fund 2000 Health and Human Services Agency:** Board approval for this amendment is required for reallocating appropriations between three divisions within the Health and Human Services Agency Fund based on services rendered. Use of Available Fund Balance $0.00.

Comprehensive Services for Older Adults (Division 20005, Sub-division 2000500)		
Increase	52431-IHSS Provider Services	$ 100,000
Self-Sufficiency (Division 20006, Sub-division 2000600)		
Increase	51100-Salaries and Wages	$ 283,000
Increase	53500-Support and Care of Persons	$ 155,000
Child Welfare Services (Division 20004, Sub-division 2000400)		
Decrease	52430-Client Provider Services	$ 538,000

12. **Fund 2040 Roads:** Increase appropriations for Roads Operations for three paving projects to be completed (not budgeted) by June 2026 on Diamond Mountain Road, Sunnyside Road and Lower Chiles Pope Valley Road. $100,000 funded by SB1 Non-Operating Special Revenue Fund and the remaining $1,962,766 funded by use of the Roads Operations' available fund balance.

Roads Operations (Division 20400, Sub-division 2040000)		
Increase	52600-Rent/Leases – Equipment	$ 297,150
Increase	53360-Infrastructure Repair Supplies	$1,765,616
Increase	48200-Transfers-in Revenue	$ 100,000
Public Ways and Facilities Non-Operating Special Revenue Fund - SB1 (Fund 2440, Division 24410, Sub-division 1220052)		
Increase	56100-Transfers-out Expense	$ 100,000

13. **Fund 2700 In-Home Supportive Services Authority:** Increase appropriations for a projected increase of $117,000 due to higher-than-expected insurance premium cost, offset by use of the IHSS available fund balance.

IHSS Operations (Division, 27000, Sub-division 2700000)

Increase	52705-Insurance Premiums	$ 117,000

14. **Fund 3000 Capital Improvement:** Increase appropriations in the Capital Improvement Project 26019-Ag Commissioner's Warehouse for the purchase of water meter testing bench, offset by a transfer from the Agriculture Weights and Measures Non-Operating Special Revenue Fund. Use of Available Fund Balance $0.00.

CIP – Other County Buildings (Division 30005, Sub-division 3000550, Project 26019)

Increase	55400-Equipment	$ 55,150
Increase	48200-Transfers-in Revenue	$ 55,150

Public Protection Non-Operating Special Revenue Fund – Ag Comm Weights and Measures (Fund 2420, Division 24270, Sub-division 1600050)

Increase	56100-Transfers-out Expense	$ 55,150

15. **Fund 4100 Fleet Management:** Increase appropriations to true up the depreciation expense to the current estimated charges from the Future Depreciation Report, which estimates depreciation to be $847,000. This is a non-cash transaction resulting in no change to the available fund balance.

Roads Equipment Replacement (Division 41010, Sub-division 4101000)

Increase	54600-Depreciation Expense	$ 317,000

16. **Fund 4100 Fleet Management:** Increase appropriations to true up the depreciation expense to the current estimated charges from the Future Depreciation Report, which estimates depreciation to be $1,134,209. This is a non-cash transaction resulting in no change to the available fund balance.

Fleet Vehicle Replacement (Division 41020, Sub-division 4102000)

Increase	54600-Depreciation Expense	$ 209,209

17. **Fund 5020 5th Street Parking Garage:** Increase appropriations due to higher than projected equipment maintenance cost for the new solar panels. Use of available fund balance $7,000.

5th Street Parking Garage Operations (Division 50200, Sub-division 5020000)

Increase	52500-Maintenance – Equipment	$ 7,000

18. **Fund 5040 Animal Shelter:** Increase appropriations by the total amount of $121,872 due to significant increases in the number of animals under care of the Animal Shelter. Average daily population is up 31% when compared to last year and total intake is up 18%. As a result, expenses for all services and supplies are up 38%. Veterinary Services is up 55%, Animal Feed is up 46%, and Veterinary Supplies is up 24%. Other Professional Services are increased costs associated with on-line pet licensing and work that was completed earlier this fiscal year with a consultant to review the cost allocation methodology for Animal Shelter operations. The increases in appropriations will be offset by increased donations received during the year. In addition, increase both appropriations and revenues for the tracking of In-kind donations received. Use of Available Fund Balance $0.00.

Animal Shelter Operations (Division 50400, Sub-division 5040000)

Increase	52220-Medical and Lab Services	$ 1,800
Increase	52230-Veterinary Services	$ 15,000
Increase	52490-Other Professional Services	$ 12,000
Increase	52510-Maint B&I PW Charges	$ 7,500
Increase	53300-Clothing & Personal Supplies	$ 1,800
Increase	53410-Computer Equipment	$ 1,000
Increase	53610-Veterinary Supplies	$ 46,272
Increase	53615-Animal Trapping Devices	$ 1,500
Increase	47500-Donations/Contributions	$ 86,872
Increase	53690-Donated Supplies	$ 35,000
Increase	47510-In-kind Donation Revenue	$ 35,000

Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-86

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building & Environmental Services

REPORT BY: Trevor Hawkes - Supervising Planner

SUBJECT: Annual Report regarding 2008 General Plan and Housing Element implementation progress

RECOMMENDATION

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

BACKGROUND

The Napa County General Plan was comprehensively updated in June 2008 serving as a broad framework for planning the future of Napa County. Since the comprehensive update in 2008, the County has updated various elements of the General Plan including the Circulation Element (2019), the Safety Element (2023) and the Housing Element (2009, 2014 and 2023). All elements of the General Plan include goals, policies, and implementation tasks ("action items" and "programs") that collectively guide land use decision making for unincorporated Napa County.

The 2008 General Plan has a planning horizon of 2030. A comprehensive update to the General Plan was initiated in 2024 beginning with an update to the Napa County Baseline Date Report (2005) which will provide a current fact-based foundation essential to inform the work of the General Plan Update and related Environmental Impact Report (EIR).

Section 65400 of the Government Code requires planning agencies to prepare an annual report regarding the status of their General Plan and its implementation, and to provide copies of the report to their legislative body (i.e. the Board of Supervisors), the State Department of Housing and Community Development (HCD), and the Governor's Office of Land Use and Climate Innovation (LCI). HCD provides a form that must be used for the Housing Element portion of the report which contains a Regional Housing Needs Allocation (RHNA) progress report section, and a section on implementation of Housing Element programs. Also required, but contained in a separate table, is a progress report on all other action items in the General Plan.

Regional Housing Needs Allocation (RHNA) Progress Report

On January 24, 2023, the Board of Supervisors adopted an amendment to the Housing Element of the General Plan, updating the element for the Sixth Cycle planning period, which covers the years 2023 - 2031. During this period the County has been assigned a RHNA of 106 total housing units divided among four income categories as follows: 45 very low-income units; 16 low-income units; 14 moderate-income units; and 31 above moderate-income units. HCD provides the Annual Progress Report (APR) form in an auto-populating, jurisdiction-specific spreadsheet, and is submitted electronically. Attached to this report is a summary of the totals for this year.

The County issued 58 building permits to develop dwelling units in 2025, an increase of nineteen (19) from reporting year 2024. The 58 permits consisted of 35 primary (or 'main') single family detached (SFD) dwelling units, all of which are for traditional site built custom residences. For purposes of reporting to the State, site built custom SFD's count toward the County's share of 'above moderate' income level dwelling units. 22 of the 58 building permits were for Accessory Dwelling Units (ADU's). Units where no rent, or below market rate rents will be charged qualify as non-deed restricted 'low' income, 'very low' income, and 'moderate' income units. For the 22 ADU's building permits issued in reporting year 2025, five (5) qualify as 'very low', eight (8) qualify as 'low', five (5) qualify as 'moderate'.

The RHNA reporting period for the Sixth Cycle occurs over an eight (8) year period between 2023 through 2031, with this APR representing the fourth year of reporting. The County's progress on their Sixth Cycle RHNA is provided below:

- Above Moderate: 31 units assigned - 89 permits issued; zero (0) units remaining
- Moderate: 14 units assigned - 19 permits issued; zero (0) unit remaining
- Low: 16 units assigned - 20 permits issued; zero (0) units remaining
- Very Low: 45 units assigned - 26 permits issued; nineteen (19) units remaining

Napa County issued 81 Certificates of Occupancy for dwelling units over the 2025 reporting period. 63 of these were for SFDs, 18 for ADUs. 91 building permit applications for dwelling units were received over this time period.

Staff reached out to City of Napa Staff on February 10th, requesting information on the progress of affordable units for the Riversound project (Napa Pipe), which the County will receive lower-income RHNA credit for pursuant to SB235. One (1) moderate-income dwelling unit was issued both a building permit and a certificate of occupancy in the 2025 reporting period.

General Plan and Housing Element Implementation Tables

The attached General Plan and Housing Element Implementation Tables report on the current status of the 159 (108 within the General Plan Implementation Table and 51 within the Housing Element Implementation Table) action items/objectives of the Napa County General Plan. The implementation table includes action items adopted with the 2023 update to the Safety Element as well as actions items from the 2019 update of the Circulation Element. The Housing Element Implementation Table includes objectives adopted with the 2023

update to the Housing Element.

Public Input

Government Code Section 65400(a)(2)(B) requires the annual report to be considered at a public meeting where members of the public are welcome to provide oral testimony and written comments. While no action by the Board of Supervisors is requested, the Board should accept oral and written comments from the public, and Staff would be happy to answer questions.

Staff anticipate filing the reports with HCD and LCI on March 31, 2026.

Requested Actions:

1. Staff report.

2. Public comment.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	The County would not be able to submit our annual report to HCDand LCI

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.

2025 NAPA COUNTY GENERAL PLAN UPDATE
IMPLEMENTATION ACTION ITEMS

(Updated: March 2026)

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Agricultural Preservation and Land Use Element				
Agricultural Preservation Policies				
Policy AG/LU-2: "Agriculture" is defined as the raising of crops, trees, and livestock; the production and processing of agricultural products; and related marketing, sales and other accessory uses. Agriculture also includes farm management businesses and farm worker housing.				
Action Item AG/LU-2.1	Amend County Code to reflect the definition of "agriculture" as set forth within this Plan ensuring that wineries and other production facilities remain as conditional uses except as provided for in Policy AG/LU-16, and that marketing activities and other accessory uses remain incidental and subordinate to the main use.	A $	PBES	Changes to "marketing" adopted 2010; Changes to "agriculture" adopted in May 2017.
Policy AG/LU-7: The County will research, evaluate, and pursue new approaches to ensure ever stronger protections for the County's finite and irreplaceable agricultural resources. Approaches to be evaluated shall include implementation of a "Super Williamson Act" program, a conservation easement program or other permanent protections, and programs promoting the economic viability of agriculture.				
Action Item AG/LU-7.1	Work with interested stakeholders to undertake an evaluation of new voluntary approaches to protecting agriculture, including implementation of a "Super Williamson Act" program, a conservation easement program or other permanent protections, and programs promoting the economic viability of agriculture.	Ongoing $	PBES	Ongoing.
Policy AG/LU-10: New wineries and other agricultural processing facilities as well as expansions of existing wineries and facilities in agricultural areas should be designed to convey their permanence and attractiveness.				
Action Item AG/LU-10.1	Maintain a data base of all wineries including their production capacity, marketing events and other characteristics that could influence analysis of cumulative effects or the winery's effect on neighbors.	A $	PBES	Database maintained as ongoing part of PBES work program.
Policy AG/LU-15.5: Where proposed residential, commercial or industrial development abuts lands devoted to agriculture production, the non-agricultural uses shall be required to incorporate buffer areas to mitigate potential land use conflicts as conditions of approval for subdivision or use permit. The type and width of buffer areas shall be determined based on the character, intensity and sensitivity of the abutting land uses.				
Action Item AG/LU-15.5.1	The County will prepare and adopt guidelines and regulations to assist in the determination of the appropriate type and scope of agricultural buffer areas needed in circumstances that warrant the creation of such buffer.	B $→$$$	PBES	Not yet programmed.
Policy AG/LU-16: In recognition of their limited impacts, the County will consider affording small wineries a streamlined permitting process. For purposes of this policy, small wineries are those that produce a small quantity of wine using grapes mostly grown on site and host a limited number of small marketing events each year.				
Action Item AG/LU-16.1	Consider amendments to the Zoning Ordinance defining "small wineries," a "small quantity of wine," "small marketing events," and "mostly grown on site," and establishing a streamlined permitting process for small wineries which retains the requirement for a use permit when the winery is in proximity to urban areas.	A $	PBES	Work commenced as part of the APAC/PC/BOS process in 2013/2014. Small winery ordinance adopted in March 2020. Micro Winery Ordinance adopted in April 2022 and made permanent by the Board of Supervisors in May 2025.

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Other Land Use Policies				
Policy AG/LU-30: The County shall use a variety of strategies to address its long-term housing needs and to meet the state and regional housing requirements in its cyclical updates of the Housing Element. In addition to working with the state and ABAG to reduce the County's regional allocation, these strategies shall include: • Consider re-use of former industrial sites designated as Study Area on the Land Use Map to provide for a mix of uses, including affordable and market rate work force housing as appropriate. • Use of overlay designations to permit/facilitate multi-family housing on specific sites within designated urbanized areas shown on the Land Use Map. • Collection and disbursement of housing impact fees to subsidize construction of affordable housing. • Cooperative agreements with incorporated agencies within the County where these jurisdictions are able to accept additional housing requirements in exchange for other considerations. • Actions that provide housing to farm workers and their families. • Use of County-owned land for affordable housing where this land is no longer needed to meet the County's operational requirements and would be appropriate for housing. • Other policies and programs which address the need for workforce housing.				
Action Item AG/LU-30.1	Develop a Workforce Housing Ordinance, including revisions to the current Inclusionary Housing Ordinance, to define workforce housing and establish additional workforce and inclusionary housing requirements for all multi-family housing proposals consisting of eight or more units constructed in the unincorporated County. Such an ordinance could also require on-site workforce housing in place of in-lieu fees for any large commercial or institutional projects constructed outside of areas where housing would be inconsistent with the applicable airport land use compatibility plan.	Concurrent with 2008-09 Housing Element Update $→$$$	PBES CIA	Pilot program adopted in 2010.
Policy AG/LU-33: The County will promote development concepts that create flexibility, economy, and variety in housing without resulting in significant environmental impacts and without allowing residences to become timeshares, resorts, hotels, or similar tourist-type accommodations.				
Action Item AG/LU-33.1	Adopt local guidelines or zoning code definitions to clarify the distinction between single-family residences and commercial short-term guest accommodations, specifying the uses and ownership or rental arrangements associated with each. Also, analyze the prevalence of extremely large residences, and determine whether single family residences above a certain size should require environmental analysis.	A $$	PBES	Definition of commercial use ordinance adopted Dec. 2009. Residential building envelope ordinance was initiated in 2022 including a draft ordinance and related stakeholder outreach and public hearings. In 2023 the effort was placed on hold per direction of the Interim CEO and not been reprogrammed.
Policy AG/LU-43: Lands along the west bank of the Napa River south of the City of Napa and specific urban areas within four miles of the high-water mark of Lake Berryessa are appropriate areas for marine commercial zoning and development.				
Action Item AG/LU-43.1	Consider amendments to the Zoning Code to allow additional commercial, residential, and mixed uses in the areas currently zoned for commercial use in the Spanish Flat, Moskowite Corner, and southern Pope Creek areas in order to complement recreation activities at Lake Berryessa.	B $	PBES	Concession agreements have been completed for four locations: Steel Canyon, Spanish Flat, Monticello Shores and Berryessa Point.
Policy AG/LU-45: All existing commercial establishments that are currently located within a commercial zoning district shall be allowed to continue to operate and use the existing buildings and/or facilities. Additional commercial uses and mixed residential-commercial uses which are permitted by the existing commercial zoning of the parcel shall be permitted on that portion of the parcel zoned commercial. With respect to Policies AG/LU-44 and 45, due to the small numbers of such parcels, their limited capacity for commercially-viable agriculture due to pre-existing uses and/or size, location and lot configuration, and the minimal impact such commercial operations and expansions will have on adjacent agriculture or open space activities or the agricultural and open space character of the surrounding area, such limited development will not be detrimental to Agriculture, Watershed or Open Space policies of the General Plan. Therefore, such development is consistent with all of the goals and policies of the General Plan. Pursuant to Measure D (1998), existing restaurants qualifying under this policy that are currently located within a commercial zoning district shall be allowed to increase the number of seats accommodated within existing buildings and/or facilities on any parcel designated as a historic restaurant combination zoning district. Due to the small				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
number of such restaurants, limited seating expansions within existing commercial buildings and facilities will not be detrimental to the Agricultural, Watershed and Open Space policies of the General Plan. (See Policy AG/LU-133) Pursuant to Measure K (2008), a parcel which is zoned as an agricultural produce stand may be allowed to establish accessory delicatessen, outdoor barbeque and wine tasting uses. (See Policy AG/LU-136)				
Action Item AG/LU-45.1	Review and revise sections of the Napa County Code that provide the list of land uses permitted on existing commercially zoned parcels to encourage neighborhood-serving commercial uses and new limited accessory dwellings where appropriate.	B $	PBES	Accessory dwellings now permitted in CL and CN. Additional uses not yet programmed.
Policy AG/LU-48: In recognition of the limited services and employment opportunities available within rural areas, the County shall allow home occupations in circumstances where those occupations do not change the outward appearance of the home or impact surrounding residents or other land uses.				
Action Item AG/LU-48.1	Review zoning code requirements for Home Occupation permits, and update those requirements to provide greater flexibility in situations where there will be no off-site impacts. For example, consider situations in which the use of legal, accessory structures could be permitted, or where home occupations could employ workers other than a single owner/proprietor.	B $	PBES	Not yet programmed however cottage food ordinance adopted in early 2013 will allow one employee.
Policy AG/LU-49: The County shall use zoning to ensure that land uses in airport approach zones comply with applicable Airport Land Use Compatibility policies. If necessary, the County shall acquire development rights in airport approach zones. This policy shall apply to the Napa County Airport and Angwin Airport (Parrett Field).				
Action Item AG/LU-49.1	Refer General Plan land use changes, proposed rezonings, and proposed developments in Airport Approach Zones to the Napa County Airport Land Use Commission for review and comment.	Ongoing $	PBES	Ongoing: This referral is routinely accomplished by staff and required by State law.
Policy AG/LU-54.5: Formula businesses are generally viewed as incompatible with Napa County's rural character and shall be discouraged in areas adjacent to incorporated jurisdictions which limit such uses.				
Action Item AG/LU-54.5.1	Develop a definition of 'formula businesses' and amend County Code to ensure compatibility with ordinances related to this issue in Calistoga and St. Helena.	B $	PBES	Not yet programmed.
Policies Specific to Geographic Areas of Napa County				
Policy AG/LU-94: Sites designated as Study Area on the Land Use Map are urbanized sites adjacent to the City of Napa that shall be considered for revitalization and reuse by a mix of uses via site-specific planning. Site planning shall consider the availability and cost of urban services, opportunities for public access and recreation, impacts and benefits to Napa County and the City of Napa, and the potential for future annexation to the City.				
Action Item AG/LU-94.1 (*MM 4.2.1)*	Prior to approving non-industrial development, the County shall adopt development standards for the Pacific Coast/Boca and Napa Pipe sites which shall include, but may not be limited to, buffering and visual screening from existing industrial uses and Syar Quarry, design features that include physical buffers (e.g., vegetation, landscape features, or walls in unique circumstances), building placement and orientation in a manner that physically separates these sites from incompatible operations of adjacent uses (e.g., truck traffic, odors, stationary noise sources), and implementation of other measures to address noise and vibration. Standards for the Napa Pipe site shall ensure conformance with the Napa County Airport Land Use Compatibility Plan.	A $	PBES	Standards will be developed as part of site specific planning and prior to approval of non-industrial uses on these sites; Design Guidelines for the Napa Pipe Project adopted in 2015.
Implementation Policies				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy AG/LU-107: The County shall provide a clear, consistent, timely, and predictable review process for all proposed projects, ensuring that all applicants are treated fairly, that staff's analysis is objective, and that decision-makers and interested members of the public receive information and notice as required by law.				
Action Item AG/LU-107.1	Undertake revisions to the zoning ordinance (County Code Title 18), simplifying and reorganizing to the extent feasible so that members of the public, applicants, planners, and decision makers can more easily access information and understand code requirements.	A $$$	PBES	Ongoing and programmed for additional revisions for the 2026 calendar year, as well as in future fiscal years.
Policy AG/LU-114: Zoning shall be consistent with this General Plan. In areas where the zoning and the land use designation shown on the Land Use Map are not identical, rezoning is desirable but not mandated, since consistency is achieved by reviewing the stated policies of the General Plan in addition to the Land Use Map. Table AG/LU-B shall be used to determine consistency for rezoning applications.				
Action Item AG/LU-114.1	Undertake a planning effort to re-evaluate areas of Angwin designated Urban Residential after June 2010, with the objective of re-designating areas to better reflect land uses existing or authorized at that time.	A $$$	PBES	Changes adopted in 2009 and Dec. 2017.
Policy AG/LU-119: The following is the Growth Management System for Napa County: The Growth Management System Element of the Napa County General Plan was adopted as required by Slow Growth Initiative Measure A, approved by the voters in 1980. The Board of Supervisors made the implementation of Measure A a matter of high priority. The Conservation, Development and Planning Department was given primary responsibility to prepare a Growth Management System which satisfied both the intent and letter of Measure A, while at the same time limiting government controls. Before expiration of Measure A in December 2000, the Board of Supervisors reaffirmed the policies of Measure A and the establishment of a housing allocation program, when it passed Ordinance No. 1178 on November 28, 2000. The Growth Management System Element was combined with the Agricultural Preservation & Land Use Element in the 2008 General Plan Update, and the Growth Management System was simplified in 2009 concurrent with adoption of the 2009 Housing Element Update.				
Action Item AG/LU-119.1	Complete the Review Following Census called for in Section (3) of Policy AG/LU-119 during each update to the Housing Element required by State law.	Subsequent to 2023 Housing Element Adoption $	PBES, CIA	No action necessary. Review of prior amendments to the Growth Management System indicates that the existing maximum allocation of building permits that can be issued in a calendar year for dwelling units, before restricting issuance of Category 1/2/3 permits, is 115. This is the same number of building permits identified in the 2023 Housing Element Update for the Growth Management System allocation in the sixth cycle.
Policy AG/LU-125: New churches or other religious institutions should generally be located within or adjacent to urbanized areas, minimizing the transportation needs of parishioners/members and the potential for loss of agricultural lands.				
Action Item AG/LU-125.1	Consider amendments to the Zoning Code that would reduce the number of zoning districts in which new churches and religious institutions may be located and provide siting criteria as part of the use permit process.	B $	PBES	Not yet programmed.
Circulation Element				
Roadway System Policies				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy CIR-1: The Circulation Map contained in this Element shows the following roadway types as comprising the planned roadway system. Local roadways need not be shown on the Circulation Map. The Circulation Map is a visual depiction of the County's policy regarding the ultimate width and general location of roadways in the unincorporated area. Highways: Multi-lane roadways designed for travel at relatively high speeds. Some highways have limited access (i.e., only at grade-separated interchanges) and are designed for speeds up to 70 miles per hour. Other highways have at-grade intersections and may have speed limits in the range of 45 to 60 miles per hour depending on the context. Examples in the general vicinity of Napa County include freeways such as Interstate 80 and state highways such as State Routes 29 and 37. Arterials: These are typically two- or four-lane roadways designed primarily for longer-distance travel between major centers of activity, and often with limited direct driveway access. The primary example in unincorporated Napa County is Silverado Trail. Rural Collectors: These are typically two-lane roadways designed primarily to link locally important activity centers and provide a collection system for the local roads. Rural collectors will typically be designed for slower travel speeds than arterials and may incorporate sharper curves, narrower shoulders, and other features consistent with slower vehicle speeds. Examples in Napa County include Oakville Cross Road and Yountville Cross Road. Local Roadways: Roadways which provide direct access to individual homes and businesses.				
Action Item CIR-1.1	The County shall adopt, periodically review, and revise as appropriate specific road and street standards for County roads. These standards shall include overall right-of-way widths, pavement widths, lane and shoulder widths, and other design details. The County's roadway standards shall be developed in consultation with the County Fire Marshal, County Public Works, County Planning, Building and Environmental Services, and other agencies to ensure adequate widths for emergency access and evacuation.	Ongoing $	PW, PBES, NC Fire	The road and street standards (RSS) were comprehensively updated in 2011; Additional updates to comply with State fire hazard standards were completed in 2016, 2017, 2019, 2021, and 2023.
Land Use and Development Policies				
Policy CIR-6: Applicants requesting discretionary approval for projects with the potential to significantly affect the transportation system shall fund the County's preparation of a Transportation Analysis prior to consideration of their project by the County. If the Transportation Analysis results in identification of adverse impacts as defined in the County's Transportation Impact Study Guidelines, the applicants shall mitigate their projects' impacts and pay their fair share of the full cost of countywide cumulative transportation improvements, based on their projects contribution to the need for these improvements. Analysis should be consistent with the most current version of the County's Transportation Impact Study Guidelines, including a County review of site plans with a particular focus on project frontage, consistency with the Countywide Pedestrian Plan and Countywide Bicycle Plan, and multi-modal circulation.				
Action Item CIR-6.1	In cooperation with the NVTA, develop a countywide transportation impact fee to address cumulative (i.e., not project-specific) impacts associated with new development.	A $>$$$	PW PBES NCTPA: Cities of: Am Cyn, Calistoga Napa, St. Helena, and Town of Yountville	Circulation Element Update completed in Feb. 2019. Travel behavior survey was completed in 2014. The County conducted a Nexus study for a TIF in 2025, but it was determined that a viable economic model that would fund actual improvements did not exist. As such the Board did not enact a TIF. .
Policy CIR-7: All applicants for development projects or modifications thereto shall be required to evaluate the vehicle miles traveled (VMT) associated with their projects, in order to determine the projects' environmental impacts pursuant to the California Environmental Quality Act. Applicants shall specify feasible measures to reduce a proposed project's VMT and shall provide an estimate of the VMT reduction that would result from each measure. Upon the effective date of the pertinent State CEQA Guidelines, projects for which the specified VMT reduction measures would not reduce unmitigated VMT by 15 or more percent shall be considered to have a significant environmental impact.				
Action Item CIR-7.1	Update the County's Local Procedures for Implementation of the California Environmental Quality Act to develop screening criteria for projects that would not be considered to have a significant impact to VMT and that would not, therefore, be subject to VMT reduction requirements.	A $$	PBES & PW	Completed in March 2022 as part of the development of the Napa County Traffic Impact Study (TIS) Guidelines.
Policy CIR-11: All developments along fixed transit routes shall provide appropriate amenities designed to support transit use, such as bus turnouts or other access points located in coordination with NVTA, bus shelters, and comfortable routes for transit users to walk or bicycle between the development and the nearest bus stop. The County shall require installation of relevant amenities as a condition of approval of discretionary permits.				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Action Item CIR-11.1	Update the County Zoning Code to include requirements and standards related to transit amenities in development projects.	A $	PBES	Programmed to be evaluated with the Regional Climate Action and Adaptation Plan (RCAAP) development & Zoning Ordinance Update currently in progress. Addressed in Circulation Element Update in Feb. 2019.
Policy CIR-14: Developers of new land uses shall provide adequate parking or demonstrate that adequate parking exists to meet their anticipated parking demand and shall not provide excess parking that could stimulate unnecessary vehicle trips or commercial activity exceeding the site's capacity. Consideration of shared parking opportunities is encouraged.				
Action Item CIR-14.1	Update the County's parking requirements for all land uses, including wineries, to support carpool/vanpool options, to avoid over-supply of visitor and employee parking, and to set parking maximums in appropriate areas to support commute trip reduction goals.	A $$	PBES, PW	Not yet programmed.
Preserving Rural Character Policies				
Policy CIR-22: The County will work with NVTA, transportation network companies, and other private transportation providers to develop innovative approaches to providing transportation service to the County's rural areas without the need for additional roadway lanes or other improvements that would detract from the visual and community character of these areas.				
Action Item CIR-22.1	County staff shall participate in the periodic updates of the NVTA Countywide Transportation Plan (CTP), and use that forum for consideration and development of innovative strategies related to the movement of people and services in a manner consistent with the existing rural road network. The County shall seek input from experts in sustainability, smart growth, active transportation and land use planning in developing potential new strategies. The County supports innovations that increase service areas, expand hours of operation, and reduce the cost of trips made by transit or multiple-occupant vehicle.	Ongoing $	PBES, PW, NCTPA	Ongoing as a part of regular planning process; consultation with experts as needed. Circulation Element Update completed in Feb. 2019. RSS update completed in April 2023. PBES and PW staff participate in updates to several NVTA initiatives including the County-wide Transportation Plan (CTP) as members of the Technical Advisory Committee (TAC).
Transportation Demand Management Policies				
Policy CIR-24: The County, in coordination with NVTA's TDM division, shall update its Transportation System Management Ordinance (Chapter 10.28 of the County Code) to include measures that reduce commute trips to workplaces within the unincorporated County and a program to oversee implementation.				
Action Item CIR-24.1	The County will support implementation of a ride-matching or ridesharing service pilot program.	A $	PW, PBES	Not yet programmed.
Action Item CIR-24.2	The County will promote telecommuting at office-based businesses throughout the County.	Ongoing $	PW, PBES	County policy was adopted to allow telecommuting for up to two days per week. The County's 2022 Traffic Impact Study Guidelines include incentives for business to offer teleworking as a means of reducing VMT.
Action Item CIR-24.3	The County will periodically report to the Board of Supervisors on the results of the monitoring of vehicle trips and the evaluation of TDM effectiveness at non-residential developments.	Ongoing $	PW	Staff will prepare a TDM evaluation report for the BOS as more TDM monitoring data is submitted for non-residential developments.

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Policy CIR-27: The County shall encourage the use of alternative transportation by tourists, visitors and commuters, and will work with wineries, the local hospitality industry, public and private employers, and the cities and town to develop incentives that encourage the use of these options and the development of private transit services.				
Action Item CIR-27.1	The County will solicit and maintain a database of information from businesses and discretionary permittees who have successfully implemented TDM measures, and will serve as a resource for information exchange between business owners, school districts, industry organizations and local chambers of commerce to facilitate expansion of successful TDM programs.	Ongoing $	PW	Public works is currently collecting TDM measures from TDM plans that are submitted for Use Permit or their mods. TDM measures are being evaluated for their effectiveness as monitoring reports are submitted to Public Works.
Action Item CIR-27.2	The County will expand its Trip Reduction Program, which offers cash incentives to encourage County employees to commute using alternatives to the single-occupant vehicle, to include a grant program for qualifying local business operators that demonstrate a commitment to reducing vehicle trips generated by their businesses' customers and employees.	A $	PW	Not yet programmed.
Transportation Improvements Policies				
Policy CIR-28: The County will work with the cities and town through the NVTA to coordinate seamless transportation systems and improve the efficiency of the transportation system by coordinating the construction of planned roadway, bicycle, pedestrian, and other transportation systems.				
Action Item CIR-28.1	The County shall maintain and aggressively implement a five year road maintenance and rehabilitation plan, using funding from available local, regional, state, federal and other sources, and will strive to maintain at least the current amount of General Fund support of roads.	Ongoing $	PW	Completed. The plan became operational in 2022 and is updated/maintained on a yearly basis.
Policy CIR-31: The County seeks to provide a roadway system that maintains current roadway capacities in most locations and is efficient in providing local access. The following list of improvements, illustrated as the County's ultimate road network in Figure CIR-1, has been supported by policy makers within the County and all five incorporated cities/town. Some of these routes are controlled by other agencies (such as Caltrans or a city); in those cases, the County will coordinate with the other agencies to plan and implement these improvements. • Construct improvements at the intersection of State Route 12, Airport Boulevard, and State Route 29 ("Airport Junction"), within the most efficient footprint, to increase capacity and reduce vehicle conflicts. • Improve the intersection of SR 221/SR 12/SR 29 ("Soscol Junction") to improve operation and reduce vehicle conflicts. • Improve the intersection of SR 12/SR 121/SR 29 ("Carneros Junction") to improve operation and reduce vehicle conflicts. • Consider widening SR 221 between SR 12 and SR 121 to improve traffic flow. • In coordination with the City of American Canyon, consider widening, operational, and other multimodal and safety improvements to SR 29 between SR 221 and the Solano County line to improve traffic flow. • In coordination with the City of American Canyon, relieve traffic congestion along SR 29 by completing reliever routes; examples include the completion of Devlin Road between Soscol Ferry Road and Green Island Road, and evaluating the potential to connect Newell Road to South Kelly Road. • Work with relevant agencies to investigate options for synchronizing traffic signals to improve traffic flow and reduce vehicle emissions. • Explore opportunities for operational improvements along SR 29, Silverado Trail, and connecting crossroads to improve traffic flow and reduce conflicts for vehicles, bicyclists and pedestrians; examples may include center two-way left-turn lanes, additional turn lanes at intersections, roundabouts, and other measures that could reduce conflicts. • Consistent with the Countywide Pedestrian Plan and the Countywide Bicycle Plan, construct multimodal facilities and install safety-related improvements on rural roads and highways, such as new signals, bike lanes, multi-use paths, shoulder widening, or softening sharp curves.				
Action Item CIR-31.1	Work with the NVTA, other agencies, and project applicants and developers to fund and implement the improvements listed in Policy CIR-31.	Ongoing $$$	PW, NCTPA	Ongoing; Circulation Element update completed in Feb. 2019. Devlin Road has been completed as a local reliever road to traffic on Hwy 29 in the American Canyon area. Soscol Junction is now complete; NVTA, the County, and AmCan are working together to develop and ultimately fund improvements on SR 29 in AmCan, at Airport Blvd.,

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				at the Carneros junction and Newell Road. On Silverado Trail, improvements are funded for the intersection at Oak Knoll, and the area in front of the strawberry patch. Construction is expected in 2026/27. The Calistoga section of the vine trail is complete, and the Yountville to SH section is in design (though not funded for construction). Roughly 80 miles of bike lanes have been improved.
Action Item CIR-31.2	Work with NVTA and Caltrans to develop a South Napa Congestion Management Plan to coordinate improvements along SR 29 between the Solano County line and SR 221, to address congestion caused by existing traffic volumes as well as the impacts of future growth and demand, including the effects of a potential conversion of SR 37 to a toll road.	B $	PW, NVTA	Ongoing work between the County and NVTA to address this Action Item.
Community Character Element				
Aesthetics, Arts and Culture, Views and Scenic Roadways Policies				
Policy CC-3: Signs shall be used primarily to provide necessary information and business identification rather than the advertisement of goods and services. Sign size limits and locational requirements shall be established to avoid over-proliferation of signs. Although the sign size may be limited, lettering should be large and easy to read.				
Action Item CC-3.1	Examine the County's sign ordinance and determine whether changes are needed to strike an appropriate balance between sign size and legibility.	A $	PBES	Revised ordinance adopted October 2008.
Policy CC-10: Consistent with the County's Viewshed Protection Program, new developments in hillside areas should be designed to minimize their visibility from the County's scenic roadways and discourage new encroachments on natural ridgelines. The County shall continue implementation of the Viewshed Protection Program and shall apply the protective provisions of the program to all public projects.				
Action item CC-10.1	Undertake a regular review of the viewshed protection program to ensure its effectiveness and consider adding protections for views from Lake Berryessa to the program.	Ongoing $	PBES	Initial review completed Summer 2010; Ongoing evaluation being conducted by staff during project review; Second part not yet programmed.
Cultural Resource Policies				
Policy CC-19: The County supports the identification and preservation of resources from the County's historic and prehistoric periods.				
Action Item CC-19.1	In partnership with interested historic preservation organizations, seek funding to undertake a comprehensive inventory of the County's significant cultural and historic resources using the highest standard of professional practices.	Ongoing $→$$$	PBES Stakeholders	Not yet programmed.
Action Item CC-19.2	Consider amendments to the County zoning and building codes to improve the procedures and standards for property owner-initiated designation of County Landmarks, to provide for the preservation and appropriate rehabilitation of significant resources, and to incorporate incentives for historic preservation.	A $	PBES	Completed 2012.
Policy CC-23: The County supports continued research into and documentation of the county's history and prehistory, and shall protect significant cultural resources from inadvertent damage during grading, excavation, and construction activities.				

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Action Item CC-23.1 *(MM 4.12.1)*	In areas identified in the Baseline Data Report as having a significant potential for containing significant archaeological resources, require completion of an archival study and, if warranted by the archival study, a detailed on-site survey or other work as part of the environmental review process for discretionary projects.	Ongoing $	PBES	Ongoing implementation by staff during project review.
Action Item CC-23.2 *(MM 4.12.1)*	Impose the following conditions on all discretionary projects in areas which do not have a significant potential for containing archaeological or paleontological resources: • "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or paleontologic artifact is uncovered during construction. All construction must stop and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action." • "All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed."	Ongoing $	PBES	Ongoing: implemented by staff during project review and included as a standard condition of approval.
Policy CC-28: As an additional incentive for historic preservation, owners of existing buildings within agricultural areas of the County that are either designated as Napa County Landmarks or listed in the California Register of Historic Resources or the National Register of Historic Places may apply for permission to reuse these buildings for their historic use or a compatible new use regardless of the land uses that would otherwise be permitted in the area so long as the use is compatible with agriculture, provided that the historic building is rehabilitated and maintained in conformance with the U.S. Secretary of the Interior's Standards for Preservation Projects. This policy recognizes that, due to the small number of existing historic buildings in the County and the requirement that their historic reuse be compatible with agriculture, such limited development will not be detrimental to the Agriculture, Watershed or Open Space policies of the General Plan. Therefore such development is consistent with all of the goals and policies of the General Plan.				
Action Item CC-28.1	Amend the Zoning Ordinance to provide a discretionary process such as a use permit by which owners may seek approval consistent with Policy CC-28 for an additional incentive for historic preservation. The process shall preclude reuse of buildings which have lost their historical integrity and prohibit new uses that are incompatible with the historic building or that require inappropriate new construction.	A $→$$$	PBES	Same as Action Item CC-19.2 above.
Light and Glare Policies				
Policy CC-32: Street lighting on County roadways shall be limited to the minimum amount needed for public safety and shall be designed to focus light only where it is needed.				
Action Item CC-32.1 *(MM 4.14.2b)*	The County shall review and update as necessary its public works standards for street lighting to require the installation of fixtures which reduce the upward or sideways spillover of light consistent with the requirements of state law.	B $	PW	Not yet programmed; will include next time new lights are added.
Noise Policies				
Policy CC-45: Development in the area covered by any Airport Land Use Compatibility Plan (ALUCP) shall be consistent with the noise levels projected for the airport. Where necessary, noise insulation or other measures shall be included to maintain desired interior noise levels.				

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Action Item CC-45.1 *(MM 4.7.7)*	The County shall use avigation easements, disclosure statements, and other appropriate measures to ensure that residents and businesses within any airport influence area are informed of the presence of the airport and its potential for creating current and future noise.	Ongoing $	PW (Airport) PBES	Implemented and Ongoing by Public Works: also a requirement of adopted ALUC Compatibility Plans implemented by staff during project reviews.
Odor Policies				
Policy CC-53: Odors associated with industrial and commercial uses—in particular, those generated by chemical or industrial processes—are considered generally unacceptable, and shall be required to mitigate their effects on nearby businesses and residences in accordance with standards of the Bay Area Air Quality Management District (BAAQMD).				
Action Item CC-53.1	Work with the BAAQMD to disseminate information regarding regulations, monitoring, and enforcement for noxious odors.	Ongoing $	PW, PBES, EH	Ongoing as needed.
Conservation Element				
Natural Resources Policies				
Policy CON-27: The County shall enforce compliance and continued implementation of the intermittent and perennial stream setback requirements set forth in existing stream setback regulations, provide education and information regarding the importance of stream setbacks and the active management and enhancement/restoration of native vegetation within setbacks, and develop incentives to encourage greater stream setbacks where appropriate. Incentives shall include streamlined permitting for certain vineyard proposals on slopes between 5 and 30 percent and flexibility regarding yard and road setbacks for other proposals.				
Action Item CON-NR-1	Amend the Conservation Regulations to offer incentives such as a streamlined review process for new vineyard development and other projects that incorporate environmentally sustainable practices that avoid or mitigate significant environmental impacts.	A $→$$$	PBES	Not yet programmed.
Policy CON-10: The County shall conserve and improve fisheries and wildlife habitat in cooperation with governmental agencies, private associations and individuals in Napa County. **Policy CON-11:** The County shall maintain and improve fisheries habitat through a variety of appropriate measures, including the following as well as best management practices developed over time. **Policy CON-12:** Public water development projects shall provide an adequate release flow of water to preserve fish populations and public access to the water via public lands. **Policy CON-13:** The County shall require that all discretionary residential, commercial, industrial, recreational, agricultural, and water development projects consider and address impacts to wildlife habitat and avoid impacts to fisheries and habitat supporting special-status species to the extent feasible. Where impacts to wildlife and special-status species cannot be avoided, projects shall include effective mitigation measures and management plans. **Policy CON-14:** To offset possible losses of fishery and riparian habitat due to discretionary development projects, developers shall be responsible for mitigation when avoidance of impacts is determined to be infeasible. Such mitigation measures may include providing and permanently maintaining similar quality and quantity habitat within Napa County, enhancing existing riparian habitat, or paying in-kind funds to an approved fishery and riparian habitat improvement and acquisition fund. Replacement habitat may occur either on-site or at approved off-site locations, but preference shall be given to on-site replacement. **Policy CON-15:** The County shall establish and update management plans protecting and enhancing the County's biodiversity and identify threats to biological resources within appropriate evaluation areas, and shall use those plans to create programs to protect and enhance biological resources and to inform mitigation measures resulting from development projects.				

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Action Item CON NR-2 *(MM 4.6.1a)*	The County shall seek grant funding and other support and establish a fisheries monitoring program(s) consistent with the efforts of the Watershed Information Center and Conservancy of Napa County in order to track the current condition of special-status fisheries and associated habitats in the County's watersheds. Programs will include tracking the effectiveness of BMPs, mitigation measures and ongoing restoration efforts for individual projects in the watersheds and the implementation of corrective actions for identified water quality issues that are identified as adversely impacting fisheries. Monitoring programs shall be conducted in coordination with the State and Regional Water Boards, California Department of Fish and Game, U.S. Fish and Wildlife Service, and National Oceanic and Atmospheric Administration National Marine Fisheries Service to the extent necessary.	Ongoing $→$$$	PW, FCWCD, WICC	The Napa County RCD has conducted a local out-migration fisheries monitoring program (locally referred to as the rotary screw trap monitoring program) using funding from a variety of sources. $55k in partial base-funding was provided directly by the County through a contract between FCWCD and the RCD for FY 16/17 thru FY 18/19. The work was then supported primarily by a State Coastal Conservancy Grant (administered by the FCWCD) from 2019 through 2023. Napa Valley Vintners also contributed about $15k/year during this period. In 2024, Napa County again provided critical gap year funding and in 2025 and 2026 the work will be funded by a CA Wildlife Conservation Board grant awarded to the RCD. The total cost of the out-migration fisheries monitoring is about $70k/year and is in need of a durable, permanent funding source. With financial help via a grant from EPA, Public Works and FCWCD staff completed development of a BMP tracking tool (ITAS) in Dec 2015 (also see b above) but the ITAS is no longer in use. Groundwater Sustainability Plan (GSP) established a Technical Advisory Group (TAG) and developed a workplan on "Interconnected Surface Water and Groundwater Dependent Ecosystems" which calls upon expertise of TAG and RCD. Implementation of the ISW and GDEs Workplan is ongoing to assess GDEs status across the Napa Valley Subbasin.
Policy CON-11(j): Require mitigation of gravel removal activities so they result in no net adverse effects to streambed attributes, temperature, habitat, and water quality necessary for native fisheries health. This may include restoration and improvement of impacted areas (e.g., gravel areas and pools and woody-debris areas). Gravel removal that results in adverse impacts to native fisheries shall be determined to have a significant impact under CEQA.				
Action Item CON NR-3 (MM 4.6.5b)	The County shall amend its Local Procedures for Implementing CEQA to require gravel removal projects to result in no net adverse effects to stream temperature, bed attributes, or habitat necessary for native fisheries health. This may include restoration and improvement of impacted habitat areas (e.g., gravel areas and pools and woody debris areas).	B $	PBES	Not yet programmed, however objective is effectively accomplished via State and federal regulatory requirements.
Policy CON-13: The County shall require that all discretionary residential, commercial, industrial, recreational, agricultural, and water development projects consider and address impacts to wildlife habitat and avoid impacts to fisheries and habitat supporting special-status species to the extent feasible. Where impacts to wildlife and special-status species cannot be avoided, projects shall include effective mitigation measures and management plans.				
Action Item CON NR-4 (MM 4.6.5c)	The County shall adopt an ordinance that prohibits construction activities within the channel of any waterway identified to contain existing or potential spawning habitat for special-status fish species during limited time periods of spawning activities.	A $	PBES	Not yet programmed, however objective is effectively accomplished via State and federal regulatory requirements.

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Policy CON-16: The County shall require a biological resources evaluation for discretionary projects in areas identified to contain or potentially contain special-status species based upon data provided in the Baseline Data Report (BDR), California Natural Diversity Database (CNDDB), or other technical materials. This evaluation shall be conducted prior to the approval of any earthmoving activities. The County shall also encourage the development of programs to protect special-status species and disseminate updated information to state and federal resource agencies. **Policy CON-20:** The County shall monitor biodiversity and habitat connectivity throughout the County and apply appropriate adaptive management practices as necessary to achieve applicable Natural Resources Goals. Changing conditions may include external forces such as changing state or federal requirements, or changes in species diversity, distribution, etc. **Policy CON-21:** The County shall initiate and support efforts relating to the identification, quantification, and monitoring of species biodiversity and habitat connectivity throughout Napa County. **Policy CON-29:** The County shall coordinate its efforts with other agencies and districts such as the Resource Conservation District and share a leading role in developing and providing outreach and education related to stream setbacks and other best management practices that protect and enhance the County's natural resources. **Policy CON-31(c):** Encourage environmental study, a viewing platform, and wildlife preserve at the (Cargill) Napa Plant Restoration Site, Fagan Slough Area. Work with the California Department of Fish and Game to implement this policy.				
Action Item CON NR-5	The County shall maintain and update the Biological Resources and Fisheries chapters of the Baseline Data Report as necessary to provide the most current data and mapping. Updates shall be provided online and made available for review at the Conservation, Development and Planning Department. The following specific data sets and maps shall be updated as needed: a) The County's Biological Database (through the use of the California Department of Fish and Game's California Natural Diversity Database (CNDDB) and information from the California Native Plant Society (CNPS)), including the addition of biological data to expand and improve the accuracy of the database and its usefulness to the public; b) Databases and mapping of sensitive biotic communities and habitats of limited distribution; c) Databases and mapping of oak woodlands and related sensitive biotic communities; d) Databases and mapping of riparian woodlands and related sensitive biotic communities; e) Databases and mapping of sloughs and tidal mudflats and related sensitive biotic communities.	Ongoing $	PBES	County maintains biological database (a) that is updated monthly with data received from California Natural Diversity Database (CA Fish & Wildlife) and from project bio-surveys. Updates to databases and mapping of sensitive biotic communities and habitats of limited distribution and others (b-e) are based on vegetation and land-cover data (primarily the ICE Vegetation layer). GIS staff continually update database layers as a major component of GIS Unit's work program. Groundwater Sustainability Plan (GSP) established Technical Advisory Group (TAG) and developed a workplan on "Interconnected Surface Water and Groundwater Dependent Ecosystems (GDE)" which calls upon expertise of TAG and the Resource Conservation District. Implementation of this workplan is ongoing and seeks to identify minimum flow requirements to sustain GDEs and aquatic species within the Napa Valley Subbasin.
Policy CON-17: Preserve and protect native grasslands, serpentine grasslands, mixed serpentine chaparral, and other sensitive biotic communities and habitats of limited distribution. The County, in its discretion, shall require mitigation that results in the following standards:				
Action Item CON NR-6	The County shall adopt protocols to be followed, including a methodology for analyzing the need for buffers, and establish setbacks where discretionary projects are proposed on parcels that may contain sensitive biotic communities or habitats/communities of limited distribution or sensitive natural communities	A $→$$$	PBES	Protective buffers for discretionary projects are currently established via biological studies, consultant recommendations and the Clean Water Act 401 certification process for applicable projects.
Policy CON-24: Maintain and improve oak woodland habitat to provide for slope stabilization, soil protection, species diversity, and wildlife habitat through appropriate measures including one or more of the following:				
Action Item CON NR-7	The County shall adopt a voluntary Oak Woodland Management Plan to identify and mitigate significant direct and indirect impacts to oak woodlands. Mitigation may be accomplished through a combination of the following measures: a) Conservation easement and land dedication for habitat preservation;	B $	PBES	Voluntary Oak Woodland Management Plan was adopted in 2010. Additional work not yet programmed. An Oak Woodland In-lieu fee study was initiated in 2025 and remains underway.

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	b) Payment of in-lieu fees; c) Replacement planting of appropriate size, species, area, and ratio.			
Water Resources Policies				
Policy CON-42: The County shall work to improve and maintain the vitality and health of its watersheds. **Policy CON-44:** The County shall identify, improve, and conserve Napa County's surface water resources.				
Action Item CON WR-1	Develop basin-level watershed management plans for each of the three major watersheds in Napa County (Napa River, Putah Creek, and Suisun Creek). Support each basin-level plan with focused sub-basin (drainage-level) or evaluation area-level implementation strategies, specifically adapted and scaled to address identified water resource problems and restoration opportunities. Plan development and implementation shall utilize a flexible watershed approach to manage water resource quality and quantity. The watershed planning process should be an iterative, holistic, and collaborative approach, identifying specific drainage areas or watersheds, eliciting stakeholder involvement, and developing management actions supported by sound science that can be easily implemented.	B $$$	PBES, WICC, FCWCD	Tiering from regional water management watershed plans (IRWM Plans) currently under development, local basin-level plans for the Napa River, Putah Creek, and Suisun Creek basins could be developed as staffing resources and funding allow. The County continues to seek opportunities to support these planning objectives; limited grant funding is presently available from federal and state sources to support watershed management planning. Identification of additional local funding would be needed to achieve these objectives in the near-term. County/GSA is pursuing implementation of the CA Environmental Flows Framework (CEFF) in the Napa River watershed which involves collaboration with scientific entities and provide for opportunities for future grant funding.
Policy CON-45: Protect the County's domestic supply drainages through vegetation preservation and protective buffers to ensure clean and reliable drinking water consistent with state regulations and guidelines. Continue implementation of current Conservation Regulations relevant to these areas, such as vegetation retention requirements, consultation with water purveyors/system owners, implementation of erosion controls to minimize water pollution, and prohibition of detrimental recreational uses.				
Action Item CON WR-3	Update the Conservation Regulations to establish an appropriate protective buffer (e.g., a special protection zone) in areas that drain toward any intake structure associated with the County's sensitive domestic water supply drainages, requiring specific development and performance measures to protect water quality and balance property owners' ability to use their land and stipulating that discretionary projects must be located outside of the protective buffer wherever this is feasible.	B $	PBES	Initial analysis completed; Conservation Regulation update completed May 2019.
Policy CON-42: The County shall work to improve and maintain the vitality and health of its watersheds. **Policy CON-44:** The County shall identify, improve, and conserve Napa County's surface water resources. **Policy CON-47:** The County shall comply with applicable Water Quality Control/Basin Plans as amended through the Total Maximum Daily Load (TMDL) process to improve water quality. **Policy CON-49:** The County shall develop and implement a water quality monitoring program (or programs) to track the effectiveness of temporary and permanent Best Management Practices (BMPs) to control soil erosion and sedimentation within watershed areas and employ corrective actions for identified water quality issues (in violation of Basin Plans and/or associated TMDLs) identified during monitoring. **Policy CON-63:** The County will support the work of the Watershed Information Center and Conservancy (WICC) Board as a clearinghouse for watershed information, a forum for citizen and interagency discussion and cooperation, and development and coordination of watershed monitoring efforts and strategic planning.				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy CON-64: The County shall monitor the rise in sea levels and resulting saltwater intrusion into surface waters and use adaptive management strategies to modify County practices when warranted.				
Action Item CON WR-4	Implement a countywide watershed monitoring program to assess the health of the County's watersheds and track the effectiveness of management activities and related restoration efforts. Information from the monitoring program should be used to inform the development of basin-level watershed management plans as well as focused sub-basin (drainage-level) implementation strategies intended to address targeted water resource problems and facilitate restoration opportunities. Overtime, the monitoring data will be used to develop overall watershed health indicators, and as a basis of employing adaptive watershed management planning.	B $→$$$	PBES, PW, WICC	Ongoing: Joint City/County study plan for Milliken and Henessey drainages completed by Public Works in 2018. The collection of water sampling data is currently ongoing through FY 25/26. Continuation into FY 26/27 is to be determined. GSP summarizes numerous monitoring plans/activities/reporting and describes 9 GSP-related monitoring networks including additional monitoring needs to address data gaps. Out-migration fisheries monitoring by the RCD continues. See CON NR-2 for detail. $
Policy CON-54: The County shall maintain or enhance infiltration and recharge of groundwater aquifers by requiring all projects in designated groundwater deficient areas as identified in the County's groundwater ordinance (County Code Chapter 13.15) be designed (at minimum) to maintain a site's predevelopment groundwater recharge potential, to the extent feasible, by minimizing impervious surfaces and promoting recharge (e.g., via the use of water retention/detention structures, use of permeable paving materials, bioswales, water gardens, cisterns, and other best management practices). **Policy CON-59:** The County shall disseminate available information (online or in report format) on groundwater levels on an aggregated drainage basin level or other aggregated scale that is appropriate based on data availability and confidentiality.				
Action Item CON WR-5 *(MM 4.13.3.1a)*	Identify, map, and disseminate information on groundwater recharge areas, to the extent feasible, and provide educational materials and resource information on ways of reducing and limiting the development of non-pervious surfaces in those areas.	A $→$$$	PW, FCWCD, WICC, PBES	Groundwater consultant studies completed & presented to the Board in February 2011. Follow-up analysis of recharge completed in 2014. Additional information related to groundwater recharge contained in the GSP (2022). Public outreach will be conducted through by PBESand through a contract with the Napa County RCD. GSA is pursuing recharge feasibility analysis to assess opportunities within the Napa Valley Subbasin.
Policy CON-52: Over time, the County should seek ways to increase the institutional capacity and level of expertise within the County related to groundwater issues. **Policy CON-55:** The County shall consider existing water uses during the review of new water uses associated with discretionary projects, and where hydrogeologic studies have shown that the new water uses will cause significant adverse well interference or substantial reductions in groundwater discharge to surface waters that would alter critical flows to sustain riparian habitat and fisheries or exacerbate conditions of overdraft, the County shall curtail those new or expanded water uses.				
Action Item CON WR-6 *(MM 4.13.3.1a)*	Establish and disseminate standards for well pump testing and reporting and include as a condition of discretionary projects that well owners provide to the County upon request information regarding the locations, depths, yields, drilling and well construction logs, soil data, water levels and general mineral quality of any new wells.	A $→$$$	EH, PW, PBES	Pump test standards were developed as part of the update to the County's Water Availability Analysis (WAA) Policy adopted in May 2015. This Policy is now being implemented by PBES as part of the development permitting process and has morphed over the years from requiring well owners to provide data upon request to more modern Conditions of Approval requiring data to be provided regardless of being requested.

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				Additional recommendations relating to aquifer testing have been incorporated in a number of reports since at least 2016 through the GSP (2022). Following completion of the Northeast Napa Management Area study and presentation of the BAR Amendment to the BOS, the BOS approved proceeding with that recommendation and also updating the GW Ordinance. The WAA is being revised and updated to respond to several Executive Orders, Public Trust Doctrine and CEQA.
Policy CON-42: The County shall work to improve and maintain the vitality and health of its watersheds. **Policy CON-44:** The County shall identify, improve, and conserve Napa County's surface water resources. **Policy CON-61:** The County shall coordinate and collaborate with other agencies to identify, improve, and conserve Napa County's community and municipal water supply resources **Policy CON-63:** The County will support the work of the Watershed Information Center and Conservancy (WICC) Board as a clearinghouse for watershed information, a forum for citizen and interagency discussion and cooperation, and development and coordination of watershed monitoring efforts and strategic planning.				
Action Item CON WR-7	The County, in cooperation with local municipalities and districts, shall perform surface water and groundwater resources studies and analyses, and work towards the development and implementation of an integrated water resources management plan (IRWMP) that covers the entirety of Napa County and addresses local and state water resource goals, including the identification of surface water protection and restoration projects, establishment of countywide groundwater management objectives and programs for the purpose of meeting those objectives, funding and implementation.	B $$$	PBES, PW, EH FCWCD	The County completed the Napa County Groundwater Monitoring Plan (Jan 2013/LSCE) and a Report on Updated Hydrogeologic Conceptualization and Characterization of Conditions (Jan 2013/LSCE), as well as the Napa County CASGEM Plan (Sept 2011). Community outreach continued and the County's voluntary well monitoring network is expanding. A Local Groundwater Assistance Grant (LGA) was completed in March 2016, which supported the installation of 5 pairs of nested wells (2014) along the Napa River from Napa to St. Helena to assess the interaction of surface and groundwater. The wells are monitored as a part of the monitoring program. Additional Prop 68 grant funds were awarded to the GSA for installation of 4 more GS/SW monitoring sites in 2023. And the GSA funded the installation of 4 additional nested wells in 2023 and 1 in 2025 bringing the total to 14 nested wells. IRWM Plans for the Napa River, Suisun Creek and Putah Creek basins have been adopted by their respective governing committee(s). Water resource projects that benefit Napa County are included in both plans. Grant applications for Prop 84 funds have been awarded for a number of projects and Prop 1 funding is being explored with assistance from staff, local and regional partners and consultants for eligible projects listed in both IRWM Plans. Over $7 million

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
				in IRWMP funding for programs and projects have directly and indirectly benefited communities in Napa County. The IRWMP process and plans establish a long-term management strategy for water resource in the County. To fulfill the objectives in the plans, staff from PW, PBES & FCWCD will continue to coordinate at a local level to effectively contribute to this and other regional efforts in the Bay Area and Sacramento River IRWMP Funding Area opportunities.
Policy CON-57: The County shall work with appropriate agencies and districts to develop an understanding of potential groundwater deficiencies and coordinate with private property owners to voluntarily collect groundwater data, including implementing effective water management and conservation strategies and encouraging exploration and use of alternative (e.g., non-groundwater) water supplies where feasible to further conserve existing groundwater resources. **Policy CON-63:** The County will support the work of the Watershed Information Center and Conservancy (WICC) Board as a clearinghouse for watershed information, a forum for citizen and interagency discussion and cooperation, and development and coordination of watershed monitoring efforts and strategic planning. **Policy CON-64:** The County shall monitor the rise in sea levels and resulting saltwater intrusion into surface waters and use adaptive management strategies to modify County practices when warranted.				
Action Item CON WR-8 *(MM 4.11.5a)*	The County shall monitor groundwater and interrelated surface water resources, using County-owned monitoring wells and stream and precipitation gauges, data obtained from private property owners on a voluntary basis, data obtained via conditions of approval associated with discretionary projects, data from the State Department of Water Resources, other agencies and organizations. Monitoring data shall be used to determine baseline water quality conditions, track groundwater levels, and identify where problems may exist. Where there is a demonstrated need for additional management actions to address groundwater problems, the County shall work collaboratively with property owners and other stakeholders to prepare a plan for managing groundwater supplies pursuant to State Water Code Sections 10750-10755.4 or other applicable legal authorities.	Ongoing $→$$$	PW, EH, PBES	See CON WR-7 above. Groundwater consultant studies completed and presented to the Board in March 2019. Annual groundwater monitoring reports are presented to the Board of the Groundwater Sustainability Agency (GSA) and the public and submitted to DWR as required by SGMA. Groundwater Sustainability Plan (GSP) required by the Sustainable Groundwater Management Act was submitted to the state as required on January 31, 2022 and approved by the state in January 2023. See GSP Table 12-3 for recommendations. GSP describes the tracking of groundwater conditions and other related parameters through 9 monitoring networks. Conditions, trends and the relationships between these and the sustainable management criteria will be reviewed on an ongoing basis and presented and discussed with the Technical Advisory Group. GSP Section 11 outlines the adaptive management approach, including "triggers" to watch, consider, and address as needed to avoid undesirable results. PBES secured funding from DWR in 2025, to reactivate 5 historical U.S. Geological Survey stream gages throughout the Napa River Watershed. Gages will be installed in 2026 to provide real-time stream flow measurements from the Napa River in Calistoga and four other tributaries.

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
				The FCWCD with support from local agencies and the RCD maintain the "OneRain" stream and precipitation monitoring network. https://napa.onerain.com/home.php
Policy CON-52: Over time, the County should seek ways to increase the institutional capacity and level of expertise within the County related to groundwater issues. **Policy CON-57:** The County shall work with appropriate agencies and districts to develop an understanding of potential groundwater deficiencies and coordinate with private property owners to voluntarily collect groundwater data, including implementing effective water management and conservation strategies and encouraging exploration and use of alternative (e.g., non-groundwater) water supplies where feasible to further conserve existing groundwater resources. **Policy CON-58:** Recognizing the difficulty of assessing and resolving groundwater problems, the County shall periodically review and update groundwater policies and ordinances as new studies and monitoring data become available to protect the County's surface water and groundwater resources, and implement various protective recommendations outlined in the 2050 Napa Valley Water Resources Study as appropriate. **Policy CON-60:** The County shall promote cost-effective water conservation and water efficiency measures that reduce water loss, waste, and water demand. **Policy CON-63:** The County will support the work of the Watershed Information Center and Conservancy (WICC) Board as a clearinghouse for watershed information, a forum for citizen and interagency discussion and cooperation, and development and coordination of watershed monitoring efforts and strategic planning. **Policy CON-64:** The County shall monitor the rise in sea levels and resulting saltwater intrusion into surface waters and use adaptive management strategies to modify County practices when warranted.			
Action Item CON WR-9 *(MM 4.11.5c)*	The County shall adopt a Water-Efficient Landscape Ordinance for multi-family residential, industrial, and commercial developments regarding the use of water-efficient landscaping consistent with AB 325.	A $	PBES, PW	Complete: State Model (WELO) Ordinance updated and adopted by the Board of Supervisors on February 10, 2026.
Action Item CON WR-9.5	The County shall work with the SWRCB, DWR, DPH, CalEPA, and applicable County and City agencies such as Napa Resource Conservation District (RCD) to seek and secure funding sources for the County to develop and expand its groundwater monitoring and assessment and undertake community-based planning efforts aimed at developing necessary management programs and enhancements.	Ongoing $->$$$	PW, PBES, CIA, CEO	See CON WR-7 and WR-8 above. Staff is currently working together to address data management needs and coordination efforts as the County continues implementation of the Sustainable Groundwater Management Act (SGMA). The County established a Groundwater Sustainability Agency in 2019. The GSP (2022) has been submitted to DWR and GSP implementation has been initiated. GSP approved by the State in January 2023. GSA conducts water level monitoring on about 130 groundwater wells across the County on a twice-yearly basis and data collected are analyzed and presented in the Annual Reports presented to the Groundwater Technical Advisory Group, the GSA and submitted to DWR. .
Climate Protection and Sustainable Practices for Environmental Health				
Policy CON-65: The County shall support efforts to reduce and offset greenhouse gas (GHG) emissions and strive to maintain and enhance the County's current level of carbon sequestration functions through the following measures: a) Study the County's natural, agricultural, and urban ecosystems to determine their value as carbon sequesters and how they may potentially increase. b) Preserve and enhance the values of Napa County's plant life as carbon sequestration systems to recycle greenhouse gases. c) Perpetuate policies in support of urban-centered growth and agricultural preservation preventing sprawl. d) Perpetuate policies in support of alternative modes of transportation, including transit, paratransit, walking, and biking.			

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
e) Consider GHG emissions in the review of discretionary projects. Consideration may include an inventory of GHG emissions produced by the traffic expected to be generated by the project, any changes in carbon sequestration capacities caused by the project, and anticipated fuel needs generated by building heating, cooling, lighting systems, manufacturing, or commercial activities on the premises. Projects shall consider methods to reduce GHG emissions and incorporate permanent and verifiable emission offsets. f) Establish partnerships with experts, trade associations, non-governmental associations, and community and business leaders to support and participate in programs related to global climate change.				
Action Item CON CPSP-1	The County shall develop a greenhouse gas (GHG) emissions inventory measuring baseline levels of GHGs emitted by County operations through the use of electricity, natural gas, fossil fuels in fleet vehicles and County staff commute trips, and establish reduction targets.	Ongoing $	PW, PBES	County baseline inventory and action plan was presented and accepted by the Board of Supervisors in 2010. GHG inventory complete 2015 and updated in 2019 as part of the Regional Climate Action and Adaption Plan (RCAAP) currently underway..
Action Item CON CPSP-2 *(MM 4.8.7a)*	The County shall conduct a GHG emission inventory analysis of all major emission sources in the County by the end of 2008 in a manner consistent with Assembly Bill 32, and then seek reductions such that emissions are equivalent to year 1990 levels by the year 2020. Development of a reduction plan shall include consideration of a "green building" ordinance and other mechanisms that are shown to be effective at reducing emissions.	2008 $$$	PBES	NVTA completed a community-wide inventory/framework in 2009. A proposed Climate Action Plan for the unincorporated county was developed and presented to the Board in 2012. Revisions were requested and are underway within the RCAAP is in progress working in concert with local cities and town.
Policy CON-67: The County shall promote and encourage "green building" design, development, and construction through the achievement of Leadership in Energy and Environmental Design (LEED) standards set by the U.S. Green Building Council, the Green Point Rated system standards set by Builditgreen.org, or equivalent programs. Actions in support of this policy shall include: a) Audit current County practices to assess opportunities and barriers to implementation of current sustainable practices. b) Amend the County Code as necessary to remove barriers to and encourage "green" construction. c) Develop new County buildings as "green buildings," utilizing sustainable construction and practices. d) Encourage all new large development projects and major renovation of existing facilities to be based on Green Building Council standards utilizing sustainable construction and practices to achieve a minimum LEED rating of Silver, or comparable level on the Green Point Rated system per standards set by Builditgreen.org or other comparable updated rating systems. e) Support state and federal incentive programs that offer rebates and cost sharing related to the implementation of "green building" standards and LEED certification.				
Action Item CON CPSP-3	The County shall conduct an audit within the next five years of County facilities to evaluate energy use, the effectiveness of water conservation measures, production of GHGs, use of recycled and renewable products and indoor air quality to develop recommendations for performance improvement or mitigation. The County shall update the audit periodically and review progress towards implementation of its recommendations.	A $	PW, PBES	Ongoing: Periodic audits follow the operational plan presented to the Board in March 2010 (See CON CPSP-1). GHG inventory completed in 2015 and early 2023. Public Works partners with Sustainable Napa Valley on as-needed basis.
Policy CON-68: The County shall promote research and the development and use of advanced and renewable energy technology through the following actions: a) Use expedited permit processing or other incentives as promotion mechanisms. b) Assist in securing grants to support the implementation of photovoltaic, wind, and other renewable energy technologies to provide a portion of the County's energy needs. c) Encourage the use of renewable energy resources in residential, commercial, industrial, and agricultural projects and uses. **Policy CON-70:** The County shall seek to increase the amount of energy produced through locally available energy sources, including establishing incentives for, and removing barriers to, renewable and alternative energy resources (solar, wind) where they are compatible with the maintenance and preservation of environmental quality. **Policy CON-74:** The County shall evaluate new technologies for energy generation and conservation and solid waste disposal as they become available, and shall pursue their implementation as appropriate in a manner consistent with the principle of adaptive management. This evaluation shall include review of promising technological advances which may be useful in decreasing County greenhouse gas (GHG) emissions, increase in renewable energy that is generated locally, and review of the County's success in meeting targets for GHG emission reductions.				
Action Item CON CPSP-4	The County shall map Napa County's biomass, wind, geothermal, solar photovoltaic, solar thermal, biofuel, landfill gas, and other potential renewable energy sources and partner with other organizations and industry to disseminate information about the potential for local energy generation.	B $	PW, PBES, EH	Will be completed as part of revisions to the Climate Action Plan is in progress working in concert with local cities and town.

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy CON-70: The County shall seek to increase the amount of energy produced through locally available energy sources, including establishing incentives for, and removing barriers to, renewable and alternative energy resources (solar, wind) where they are compatible with the maintenance and preservation of environmental quality.				
Action Item CON CPSP-5	The County shall quantify increases in locally generated energy between 2000 and 2010 and establish annual numeric targets for local production of "clean" (i.e., minimal GHG production) energy by renewable sources, including solar, wind, biofuels, waste, and geothermal.	2010 $	PBES	Will be completed as part of revisions to the Climate Action Plan is in progress working in concert with local cities and town. Napa County has also joined the Marin Clean Energy Program. A Renewable Energy Ordinance was adopted in 2019.
Policy CON-75: The County shall work to implement all applicable local, state, and federal air pollution standards, including those related to reductions in GHG emissions. **Policy CON-78:** The County shall support intergovernmental efforts directed at stringent tailpipe emission standards and inspection and maintenance programs for all feasible vehicle classes, and revisions to BAAQMD's Ozone Attainment Plan to accelerate and strengthen market-based strategies consistent with the General Plan. **Policy CON-82:** The County shall require applicants seeking demolition permits to demonstrate compliance with any applicable BAAQMD requirements, particularly those related to asbestos-containing materials (ACMs) and exposure to lead paint. **Policy CON-84:** The County shall require the establishment and maintenance of adequate buffer distances or filters or other equipment modifications for new sources of toxic air contaminants (TACs) and odors near proposed or existing sensitive receptors consistent with local and state regulatory requirements and guidelines. **Policy CON-85:** The County shall utilize construction emission control measures required by CARB or BAAQMD that are appropriate for the specifics of the project (e.g., length of time of construction and distance from sensitive receptors). These measures shall be made conditions of approval and/or adopted as mitigation to ensure implementation. **Policy CON-86:** The County shall implement the 2002 Napa County Countywide Integrated Waste Management Plan, consistent with California Integrated Waste Management Act (Public Resources Code section 40000 et seq) requirements, including the plan's Summary Plan, Siting Element, Source Reduction and Recycling Element (SRRE); Household Hazardous Waste Element (HHWE) and Non-Disposal Facility Element (NDFE).			
Action Item CON CPSP-6	The County shall periodically review and update the County Code to be consistent with requirements of CARB and the BAAQMD.	Ongoing $	PBES	Napa County Code Title 15 (Building and Construction) is periodically updated concurrent with Uniform Building Code updates which includes air quality standards.
Economic Development Element				
Economic Goals and Policies				
Policy E-13: The County is committed to monitoring the Napa County economy on an ongoing basis and to adapting its economic development goals and policies to meet changing needs.				
Action Item E-13.1	The County Board of Supervisors will be provided with periodic updates on the state of the County's economy, in order to more effectively utilize County resources to promote countywide economic health.	Ongoing $→$$$	CEO, WANB	Periodic updates accomplished during budget presentations and other public hearing items. County supports tourism industry promotion, Airport terminal and runway improvements, and Lake Berryessa destination viability.
Recreation and Open Space Element				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy ROS-9: The County shall not use the power of eminent domain to acquire land or easements for parks, trails, and other recreational open space facilities or activities.				
Action Item ROS-1.1	In cooperation with other public agencies and, in particular with the Napa County Regional Park and Open Space District, maintain a comprehensive inventory of public lands, including their existing and potential resource and recreational values.	Ongoing $	RPOSD	Current as of May 2021.
Action Item ROS-1.2	Modify the Zoning Ordinance as necessary to reflect the policies included in this Element and provide the appropriate level of review of proposed improvements and activities.	A $	PBES, RPOSD	Zoning Ordinance amended in August 2009 (created Skyline Wilderness Park Combing District and amended Rural Recreation and Campground provisions).
Policy ROS-12: By 2030, increase the number and length of non-motorized, off-street trails available for walkers, joggers, bicyclists, and equestrians.				
Action Item ROS- 2.1 *(MM 4.13.91b)*	In partnership with the Napa County Regional Parks and Open Space District, establish numeric objectives for increased off-street trails and acreage of dedicated open space accessible to the public.	A $	RPOSD, PW, PBES	Numeric goals included in the RPOS District Master Plan adopted January 2009 and last updated in 2019.
Policy ROS-21: Support the sale of existing public open space lands and/or land exchanges with private property owners, provided the sale or exchange of such lands will result in a net improvement in public recreational opportunities, enhanced protection and stewardship of natural resources and habitats, and more efficient and effective land management.				
Action Item ROS-2.2	Support the Napa County Regional Park and Open Space District in developing, and updating at appropriate intervals, a new park and recreation master plan that identifies priorities, implementation strategies, and funding needs.	A $→$$$	RPOSD, PW PBES	RPOSD Master Plan adopted January 2009 and last updated in 2019. Anticipate updating the parks master plan once the County acquires Camp Coombs from Napa State Hospital.
Action Item ROS-2.3	Support sufficient and stable funding for the Napa County Regional Park and Open Space District.	Ongoing $$$	RPOSD	BOS and NCRPOSD held a joint meeting in May 2012 and agreed to work together to investigate the feasibility of a ballot measure to permanently fund NCRPOSD. The BOS in June 2012 approved funding for NCRPOSD until July 2017 using Special Projects Fund. Citizens Advisory Committee established in 2014, which in May 2015 recommended a 2016 ballot measure, but the ballot measure failed to achieve required super majority. Ballot measure again attempted in 2020, again failed to achieve required super majority.
Action Item ROS-2.4	Investigate and, where feasible, transfer the ownership and/or operation of existing County park facilities to the Napa County Regional Park and Open Space District.	Ongoing $	PW, RPOSD	Napa River Ecological Reserve management transferred to the RPOS District. Skyline Park purchased by County in 2025. RPOSD is maintaining the Calistoga section of the Vine Trail under a contract with the County. No current plan to transfer Cuttings Wharf.
Action Item ROS-2.5	Support the Napa County Regional Park and Open Space District in obtaining state, federal, and foundation grants, using methods such as preparing and adopting local plans and policies which may be required by various grant programs, and providing required local matching funds.	Ongoing $→$$$	RPOSD	Since the founding of the District in 2007, it has leveraged every $1 of County funds into approximately $3 worth of total cash and in-kind contributions to support parks and open space.
Safety Element				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Emergency Preparedness Policies				
Goal SAF-1: Safety considerations will be part of the County's education, outreach, planning, and operations in order to reduce loss of life, injuries, damage to property, and economic and social dislocation resulting from fire, flood, geologic, and other hazards.				
Policy SAF-1.1: Promote intergovernmental cooperation and training. The County supports and will promote intergovernmental cooperation among local, state, and federal public agencies to reduce known hazards; further define uncertain hazards; and provide interagency training to effectively respond and coordinate during hazardous events. In particular, the County will work to develop cooperative working relationships with agencies having responsibility for flood and fire protection.				
Action Item SAF-1.1a	Participate in local, regional, and state education programs regarding fire, flood, and geologic hazards	Ongoing $	OES, NC Fire, SD	An ongoing part of County and PBES training programs.
Action Item SAF-1.1b	Work to ensure that all county fire departments and local law enforcement, as well as other emergency office staff, identify potentially hazardous and cascading hazardous events and perform regular training biannually.	Ongoing $$	OES, NC Fire, SD	Interagency training with OES, Fire, law, EMS and hospital personnel happens annually.
Policy SAF-1.4: Perform post-disaster evaluation. Following disasters, conduct an evaluation of redevelopment, particularly after large fires.				
Related Action	Following disasters, conduct an evaluation of redevelopment, particularly after large fires.	Ongoing $$	OES, PW, PBES, NC Fire	OES performs all AAR according to intervals set forth be Cal OES. Not specific to redevelopment.
Policy SAF-1.8: Support individual self-reliance. The County supports and encourages the development of individual self-reliance in the wake of a disaster and supports and encourages individual, family, and community disaster plans. Annually, the County will distribute the Emergency Preparedness Guide to all households and businesses.				
Related Action	Distribute the Emergency Preparedness Guide to all households and businesses.	Ongoing $	OES, HHSA	Emergency Preparedness information is available through OES online (readynapacounty.org) or at various outreach events.
Policy SAF-1.9: Assess future emergency service needs. Prepare an assessment and projection of future emergency service as part of the county's General Plan Land Use Element Update and Master Fire Plan and ensure that future growth projections are coordinated with emergency and fire service capacity and delivery.				
Related Action	Prepare an assessment and projection of future emergency service.	A $	NC Fire, PBES, PW, HHSA	Emergency services staffing was expanded in 2021 and 2022. In 2023 the Napa County Fire Department complete the 2023 Long Range Master Plan that identified areas of opportunity within the NCFD. The study identifies the need for 3 additional fire stations to compliment the existing infrastructure the best serve the County of Napa and identified growth in the future. Review and confirm locations sited in the 2023 Long Range Master Plan report.
Goal SAF-2: The County will be prepared in the event of a disaster to protect residents and businesses from impacts and further harm, while beginning post-disaster reconstruction of facilities destroyed by hazards or natural disasters as soon as reasonable.				
Policy SAF-2.9: Disseminate emergency planning information. The County will work with the agricultural sector and other agricultural organizations to disseminate emergency planning information to all populations affected by hazards that particularly affect the agricultural industry, such as drought, severe weather, wildfires, flooding, and disease outbreaks or pandemics.				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Related Action	Disseminate emergency planning information to all populations affected by hazards that particularly affect the agricultural industry.	Ongoing $	OES, PBES, Agricultural Commissioner's Office	OES preparedness booklet can be found online in both Spanish and English. This includes information on Go Bags, Grab Lists, Defensible Space ordinance, hazardous plants, etc.
Policy SAF 2-10: Update evacuation planning actions. Using the methodology and conclusions from the Emergency Planning & Evacuation analysis in Appendix B, consider including the following actions in conjunction with established fire standards when formalizing plans for potential or imminent evacuation routes.				
Action Item SAF-2.10a	Update municipal and street codes to utilize minimum standards of fire safety codes and measures for access/evacuation routes.	A $$	PBES	Currently underway.
Action Item SAF-2.10b	Establish mitigation measures and improvement plans for inadequate evacuation routes.	A $$	SD, PW	Firewise has conducted fuel modification efforts on major evacuation roadways and will continue to look for funding opportunities to maintain and address other evacuation efforts. Several key evacuation roads (Howell Mtn., Pope Valley, Steele Canyon have been repaved and others (Deer Park) are included in our 5-year plan. As well as outreach to communities on the importance of early evacuation for areas with limited egress and ingress.
Policy SAF-2-18: Prioritize capital improvements on evacuation routes in need of repair. Prioritize capital improvements on evacuation or emergency access routes needing repair, maintenance, or replacement, especially in WUI areas.				
Action Item SAF-2.18a	Biannually, conduct and document an assessment of roads typically used as evacuation routes, create a list of potential hazards that could be mitigated, and resolve those issues on a priority basis as determined by the Public Works Director and as funding allows.	Ongoing $$$	PW	Currently ongoing. Next formal assessment will be done in 2026/7.
Action Item SAF-2.18b	With regard to the assessment of evacuation routes, emphasis shall be placed on roads used for evacuation from relatively dense rural communities, such as Berryessa Estates, Berryessa Highlands, and Angwin.	Ongoing $$$	PW, SD	Currently ongoing. Next formal assessment will be done in 2026/7.
Policy SAF-2.19: Install backup generators and/or mobile generators in public facilities. Install backup power generators or mobile generators for fire stations, pump houses, emergency shelters, and cooling centers.				
Related Action	Install backup power generators or mobile generators for fire stations, pump houses, emergency shelters, and cooling centers.	B $$$	PW, SD, NC Fire, OES	Emergency Shelters either have generators installed privately (no county owned shelters at this time) or have transfer switches and OES has portable generators to power. Fire Stations have been evaluated for emergency backup power generation. 89% of fire houses currently have backup generation with plans for additional in progress.
Policy SAF-2.22: Offer agricultural training and networking resources. Offer agricultural disaster training and networking opportunities for farmers and agricultural regulatory agencies.				
Related Action	Offer agricultural disaster training and networking opportunities for farmers and agricultural regulatory agencies.	Ongoing $$	Agricultural Commissioner's Office	No update at this time.
Climate Change Policies				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Goal SAF-3: The County will address and reduce hazards caused by climate change, with climate change adaptation.				
Policy SAF-3.2: Conduct sea level rise monitoring and public education. Annually monitor for sea level rise that could affect private and public buildings and facilities. Create a comprehensive outreach strategy that informs residents in potentially affected areas of the county about efforts to protect and increase community resiliency to sea level rise.				
Related Action	Annually monitor for sea level rise that could affect private and public buildings and facilities.	Ongoing $	FCWCD, United States Geological Survey	PBES has applied for grant funding (Prop 4) to support the preparation of a Shoreline Adaptation Plan programed to be initiated in 2026
Policy SAF-3.4: Implement safety and preparation measures from the MJHMP. Implement the recommendations and mitigation measures of the MJHMP to provide climate change adaption throughout the county. These mitigation measures address topics such as emergency power, emergency preparedness, sea level analysis, assistance to vulnerable populations and the agricultural community, and improvement of critical facilities and infrastructure.				
Related Action	Adopt mitigation measures to address topics such as emergency power, emergency preparedness, sea level analysis, assistance to vulnerable populations and the agricultural community, and improvement of critical facilities and infrastructure.	Ongoing $$$	OES, PW, FCWCD, PBES	Napa County has engaged a consultant for the next update to the MJHMP (August 2025) and are in the early stages of planning and discussion the incorporation of new legislation concerning climate sea level analysis and so forth. All new mitigation requirements will be considered and adopted.
Policy SAF-3.6: Construct new cooling centers near farmworker populations. Construct new cooling centers near farmworker populations and improve others if identified as substandard.				
Related Action	Construct new cooling centers near farmworker populations.	B $$$	OES, PW, PBES	OES is prepared to respond to events which exceed temperature thresholds with cooling center support and generators where appropriate. Information regarding extreme temperature is included in planning efforts of the Emergency Operations Plan (EOP).
Policy SAF-3.9: Construct rainwater catchment systems. Construct rainwater catchment systems to recharge groundwater in government rights-of-way.				
Related Action	Construct rainwater catchment systems.	B $$	PW, FCWCD, PBES	No update at this time.
Policy SAF-3.11: Develop alternative water supplies. Construct and develop alternative water supplies to augment single sources of water delivery.				
Related Action	Construct and develop alternative water supplies.	B $$	FCWCD, PBES	No update at this time.
Disease and Pandemic Policies				
Goal SAF-4: Be prepared to effectively respond to outbreaks and diseases of pandemic potential and to control the spread of infectious diseases and other diseases of concern.				
Policy SAF- 4.1: Upgrade existing buildings, including hospitals. Evaluate existing buildings' ventilation and air conditioning/filtration systems, including cooling towers, to mitigate poor air quality during wildfires and prevent infectious diseases such as Legionella; and increase hospital isolation capacity with additional air-born isolation wards.				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Related Action	Upgrade existing buildings' ventilation and air conditioning/ filtration systems.	B $$$	PW, HHSA	State of the art ventilations systems will be considered on all upcoming major remodeling or new construction projects.
Drought Policies				
Goal SAF-5: Reduce the impacts caused by drought for residents and the business community.				
Policy SAF-5.1: Develop a public water conservation campaign. Work with the Napa County Flood Control & Water Conservation District to develop a public education campaign to encourage water conservation during drought.				
Related Action	Develop a public campaign to encourage water conservation during droughts.	A $	PW, FCWCD, PBES, OES	OES will campaign water conservation when there are emergent threats due to drought conditions.
Policy SAF-5.3: Install water monitoring devices. Install water monitoring devices on government-owned facilities.				
Related Action	Install water monitoring devices on government-owned facilities.	A $$	PW, PBES	All county buildings have water meters.
Policy SAF-5.5: Update water conservation policies for landscaping. Amend or revise water conservation regulations for landscape design.				
Related Action	Amend or revise water conservation regulations for landscape design.	A $	PBES, PW	Complete: On February 10, 2026, the Board of Supervisors unanimously voted to amend Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the California Code of Regulations Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance.
Policy SAF-5.6: Adopt an outdoor watering conservation ordinance. Adopt a new water conservation ordinance for commercial and residential land uses limiting outdoor watering.				
Related Action	Adopt a new water conservation ordinance for commercial and residential land uses limiting outdoor watering.	A $	PBES	Complete: On February 10, 2026, the Board of Supervisors unanimously voted to amend Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the California Code of Regulations Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance.
Flooding Policies				
Goal SAF-6: Protect residents and businesses from hazards caused by flooding.				

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy SAF-6.7: Inform property owners in inundation areas about voluntary flood insurance. Develop a public outreach program that informs property owners within the dam or levee inundation areas about voluntary flood insurance (preferred risk policies), increasing participation in the National Flood Insurance Program.				
Related Action	Develop a public outreach program that informs property owners within the dam or levee inundation areas about voluntary flood insurance.	Ongoing $	PBES, PW, FCWCD, OES	No update at this time.
Policy SAF-6.8: Adopt a stream channel ordinance. Draft and adopt a stream channel ordinance that would place responsibility for maintenance on the property owner and give Napa County enforcement power.				
Related Action	Draft and adopt a stream channel ordinance.	A $	PBES, PW, FCWCD, OES	If appropriate will be addressed in future hazard mitigation planning.
Policy SAF-6.15: Reduce floodplain risk through regulatory standards. Adopt higher regulatory standards to reduce future flood risk and support a no-adverse-impact philosophy of floodplain management.				
Related Action	Adopt higher regulatory standards to reduce future flood risk.	A $	PBES, FCWCD, PW	Ongoing as new floodplain mapping is completed.
Geologic and Seismic Policies				
Goal SAF-7: To the extent reasonable, protect residents and businesses in the unincorporated area from hazards created by earthquakes, landslides, and other geologic hazards.				
Policy SAF-7.1: Require a geotechnical study for new projects and modifications along known hazard areas. Consistent with county ordinances, require a geotechnical study for new projects and modifications of existing projects or structures located in or near known geologic hazard areas, and restrict new development atop or astride identified active seismic faults in order to prevent catastrophic damage caused by movement along the fault.				
Action Item SAF-7.1a	Make updated maps publicly available. Updated maps should be made available to the public at county offices, on the county's website, and through other appropriate channels.	Ongoing $$	PBES, USGS	Map layers are provided as an ongoing part of the PBES work program and are available (as allowed) via the online GIS data catalogue. The Flood Zones map was updated in 2011; the Hazardous Facilities map was updated in 2012.
Policy SAF-7.2 Plant native vegetation on unstable slopes to minimize erosion and landslide potential. As part of the review and approval of development and public works projects, planting of vegetation on unstable slopes shall be incorporated into project designs when this technique will protect structures at lower elevations and minimize the potential for erosion or landslides. Native plants should be considered for this purpose, since they can reduce the need for supplemental watering that can promote earth movement.				
Related Action	Plant native vegetation on unstable slopes.	B $$	PW, PBES	Stabilization measure to help secure unstable slopes are included in the review of discretionary projects where applicable.
Policy SAF-7.6: Implement cave construction requirements. Facilities constructed in caves shall be required to conform to access/egress and fire suppression requirements as determined by the County based on the cave's use or occupancy. Mechanical, electrical, and plumbing permits are required for cave improvements, a building permit is required for the cave's portal, and a grading permit is required for movement or disposal of cave spoils.				
Related Action	Implement cave construction requirements.	A $	PBES, NC Fire	California Building Code addresses cave construction requirements. Building division reviews caves for occupancy, enforces exiting requirements and review of structural design of the cave reinforcement and portals.

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Policy SAF-7.11: Update and enforce seismic building codes. Adopt and enforce updated building codes to reduce earthquake damage to structures.				
Related Action	Update and enforce seismic building codes.	A, Ongoing $$	PBES, PW	Ongoing as part of annual updates to the Building Code.
Hazards from Human Activity Policies				
Goal SAF-8: Protect residents and businesses from hazards caused by human activities.				
Policy SAF-8.4: Review and remedy sites suspected or known to be contaminated by hazardous materials. All development projects proposed on sites that are suspected or known to be contaminated by hazardous materials and/or are identified in a hazardous material/ waste search shall be reviewed, tested, and remediated for potential hazardous materials in accordance with all local, state, and federal regulations.				
Action Item SAF-8.4a	Require confirmation of remediation of contaminated sites from applicable government agencies. The County shall require written confirmation from applicable local, regional, state, and federal agencies that known contaminated sites have been deemed remediated to a level appropriate for the land uses proposed prior to the County approving site development or require an approved remediation plan that demonstrates how contamination will be remediated prior to site occupancy. This documentation will specify the extent of development allowed on the remediated site as well as any special conditions and/or restrictions on future land uses.	C, Ongoing $	PBES, CalEPA	Required by PBES as a regular part of their review of development applications.
Policy SAF-8.6: Review plan compatibility of zoning and land uses within airport areas and facilities. For maximum safety, all land uses and zoning within airport areas shall be reviewed for compatibility with the adopted plans for the Napa County Airport, Angwin Airport, and other general aviation facilities in the area.				
Related Action	Review all land uses and zoning within airport areas for compatibility with the adopted plans for the Napa County Airport, Angwin Airport, and other general aviation facilities in the area.	Complete	PBES, Napa County Airport, Angwin Airport	The Airport Land Use Compatibility Plan was updated and adopted by the Napa County Airport Land Use Commission on December 4, 2024.
Severe Weather Policies				
Goal SAF-9: Reduce the impacts caused by severe weather events for residents and the business community.				
Policy SAF-9.1: Provide resources to vulnerable populations. Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.				
Related Action	Outreach to vulnerable populations.	Ongoing $	OES, PBES, HHSA	OES does outreach to all populations. Works closely with HHS for vulnerable population outreach specifically if sheltering or disaster conditions are present.
Policy SAF9.2: Develop a public information campaign on the details and benefits of 72-hour kits.				
Related Action	Spread information via a public campaign	Ongoing $	OES, PBES, HHSA	OES has various public outreach campaigns through physical events, local radio stations, online platforms such as websites and social media. This addresses Go Bags, stay kits and Grab lists.

Action Items	Action	Timing/Priority & Cost	Responsible Party	Notes & Status
Wildfire Policies				
Goal SAF-10: Effectively manage forests and watersheds to protect homes and businesses from fire and wildfire and minimize potential losses of life and property.				
Policy SAF-10.2: Maintain consistency with California codes. Maintain consistency with California Code of Regulations Title 14 Natural Resources Division 1.5 Department of Forestry Chapter 7 - Fire Protection.				
SAF-10.2a	Update municipal code per state fire protection code. Review and update the Napa County Municipal Code as necessary to bring the code into compliance with California Code of Regulations Title 14 Natural Resources Division 1.5 Department of Forestry Chapter 7 - Fire Protection.	A $	PBES, NC Fire, CAL Fire	Building and Fire Codes periodically updated in compliance with State law. Most recent – January 2026
Policy SAF-10.4: Minimize hazards in very high fire hazard severity zones. Avoid or minimize new residential development in the very high fire hazard severity zone (VHFHSZ). If new development occurs within the VHFHSZs, the County will ensure the most current state and local fire regulations and codes are applied, such as the State Fire Safe Regulations, Fire Codes, Defensible Space, and the most current State Home Hardening recommendations.				
Action Item SAF-10.4a	Create standards for development in high fire hazard severity areas. Develop site criteria and construction standards for development in high fire hazard severity zones and adopt standards to restrict urbanizing these areas as defined in Policy AG/LU-27 unless adequate fire services are provided.	A $	PBES, NC Fire, CAL Fire	Building and Fire Codes periodically updated in compliance with State law.
Action Item SAF-10.4b	Implement the Community Wildfire Protection Plan. Continue to implement the Board of Supervisors–approved Napa County Community Wildfire Protection Plan (CWPP) and ensure that the CWPP is supported and maintained through regular updates. Enable and fund the Napa Communities Firewise Foundation and other community organizations to continue to implement the CWPP through information and education programs, community outreach, and fuel modification.	Ongoing $$$	NC Fire, CAL Fire	Implementation of the CWPP is ongoing with annual funding allocate for preservation of potential operational lines of delineation, roadside clearing, shaded fuel breaks and maintenance thereof.
Policy SAF-10.7: Support new technology in fire suppression and prevention. The County supports the development and use of new technology in the suppression and prevention of fires.				
Action Item SAF-10.7a	Develop improved methods of fire planning and firefighting. The County will work with CAL FIRE to develop improved methods of fire planning and firefighting for use in Napa County.	Ongoing $$$	NC Fire, CAL Fire	Goals, Policies & Programs to reflect this are in the 2023 Safety Element Update planned for adoption in early 2023. Draft Safety Element Update has been reviewed by the State Board of Forestry.

Abbreviations

A= short term (1-5 years)
B = longer term (5-10 years)
C = even longer term (10+ years)

BOS = Board of Supervisors
RPOSD = Reg. Parks & Open Space District
PBES = Planning, Building & Environmental Services (formerly PBES)
NC Fire = Napa County Fire Dept (formerly CalFIre)
PW = Public Works Department
NCTPA = Napa County Transportation & Planning Agency
EH = Environmental Health (division of PBES; formerly EH)

FCWCD = Flood Control & Water Conservation District
ITS = Information Technology Systems Department
WICC = Watershed Information Ctr/Conservancy
CC = County Counsel
WANB = Workforce Alliance of the North Bay
CIA = Division of Community & Intergovernmental Affairs
GIS = computerized mapping
GHG = greenhouse gas
OES = Office of Emergency Services
SD = Sheriff's Department
HHSA = Health and Human Services Agency

$ - cost & level of effort is expected to be modest for the reasons stated
$→$$$ - cost & level of effort will depend on policy direction & available resources
$$$ - cost & level of effort is expected to be substantial

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(Updated: March 2026)

Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category Select: Household, Persons, Meetings, or Other	Quantified Outcomes: Count	Supporting Documents
HOUSING REHABILITATION PROGRAMS								
Program H-1a: Continue to inspect housing in response to complaints, and work with property owners to bring units up to current housing code standards. Make property owners aware that financial assistance is available for properties housing lower-income households.	**Objective H-1a:** Through code enforcement efforts and funding assistance, the County will seek to facilitate the rehabilitation of 10 housing units in fair or dilapidated condition in the County or in the Cities that are occupied by low- (4 units), very low- (4 units), or extremely low-income (2 units) households during the planning period. Outreach for rehabilitation assistance programs will target the areas of Angwin, along Silverado Trail north of St. Helena, east of the City of Napa, or near Lake Berryessa where units in need of repair tend to be located.	12/31/2031	6th Cycle	In Progress	Partially Complete and Ongoing – Code Compliance Division diligently respond to complaints and pursue abatement of all violations. Rehabilitation assistance is still to-be-developed as a program within DHHS. FY 26/27 Budget will seek approval via appropriation for program-related costs to create administrative framework (underwriting guidelines, loan documents, etc.) for this program. FY 26/27 budget will seek staffing-related appropriation to staff the program.	Units	0	None
Program H-1b: To the extent permitted by law, implement a program to enable non-profit organizations to apply for the use of up to 10 percent of new funds annually to fund projects and programs designed to correct health and safety hazards in owner-occupied and renter-occupied housing that is reserved for low-, very low-, or extremely low-income households.	**Objective H-1b:** The County will seek to make available up to 10 percent of new Affordable Housing Fund money annually to leverage federal, state, and other public and private housing rehabilitation funds. Outreach for rehabilitation assistance programs will target the areas of Angwin, along Silverado Trail north of St. Helena, east of the City of Napa, or near Lake Berryessa where units in need of repair tend to be located.	12/31/2031	6th Cycle	Not Yet Started	No update at this time. This is still to-be-developed as a program within DHHS. FY 26/27 Budget sought approval via appropriation for program-related costs to create administrative framework (underwriting guidelines, loan documents, etc.) for this program. FFY 27/28 budget would seek staffing-related appropriation to staff the program.	Other	0	None
Program H-1c: In addition to the priorities identified in Policy AG/LU-118, assign high priority to abatement of illegal vacation rentals, ensuring that existing dwelling units are used as residences, rather than tourist accommodations.	**Objective H-1c:** Increase availability of housing by eliminating all illegal vacation rentals. Return ten illegal vacation rentals to permanent occupancy during the planning period.	12/31/2031	6th Cycle	In Progress	Ongoing - Code Compliance Division diligently respond to complaints and pursue abatement of all violations.	Units	20	None
HOUSING AFFORDABILITY PROGRAMS								
Program H-2a: Prioritize the use of funds for development of Affordable Housing Combination District (:AH overlay) sites and other sites supporting affordable housing development and identified in the 6th Cycle Housing Site Inventory, and continue to work with interested parties to encourage their development of the sites under the :AH provisions.	**Objective H-2a:** The County will seek to facilitate the development of lower income units by prioritizing its Affordable Housing Fund monies to assist affordable housing development on at least one housing site identified in the 6th Cycle Housing Sites Inventory, with the objective of permitting and assisting development of at least 25 affordable units during the planning period (10 moderate-, 8 low-, and 7 very low-income units, with a goal of half of	12/31/2031	6th Cycle	In Progress	Under the Governor's Executive Order N-06-19, DGS & HCD developed the Excess Sites Program to dispose of State-owned land to support affordable housing development. In March 2025, DGS/HCD released a competitive RFP that included a 5-acre parcel site owned by the State Hospital in unincorporated Napa County. PEP Housing executed a lease option agreement with the State in November 2025. Developer is working through	Units	10	Site ID: S055002

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	the very low-income units serving the extremely low-income level).				predevelopment due diligence, preliminary design, cultivating community partnerships, and pursuing funding with a target construction start of October 2027. County staff are actively engaged in project development.			
Program H-2b: Continue to encourage greater provision of affordable housing units in conjunction with market rate projects by implementing the Affordable Housing Ordinance. Conduct new nexus analysis to update inclusionary requirements (including addition of rental inclusionary component) and in-lieu fee rates, to strike a balance between market rate development feasibility and affordable housing needs.	**Objective H-2b:** Affirmatively further fair housing by encouraging provision of affordable housing units integrated with market rate housing units via onsite inclusionary requirements. Until current inclusionary ordinance is updated, target 20% of new for-sale single-family detached housing and 17% of new single-family attached or common interest housing as inclusionary affordable units (or collect commensurate in-lieu fees) and collect housing impact fees for rental housing projects, consistent with the existing ordinance. Once the Inclusionary Ordinance is updated, the Housing Element will target the updated ordinance's inclusionary percentages for for-sale and for rental housing, or collection of commensurate in-lieu fees. Assuming that relaxing inclusionary requirements on 4th and 5th Cycle AH:CD sites per Program H-4g can stimulate development of approximately 10 percent of the unit capacity identified on those sites during the 6th cycle, this could produce 45 new units. Assuming a reduced 20% inclusionary requirement would apply to this development, 10 new lower-income units would be produced. This lower-income unit objective may be modified if the Nexus Study Update determines a lower inclusionary percentage is appropriate. Target at least 50 percent of new inclusionary units in high resource areas, areas with median income above the countywide median, and in RCAAs.	10/21/2025	6th Cycle	In Progress	A Nexus Study was prepared by Willdan Financial Services on April 23, 2025. An update to impact fees were presented to the Napa County Board of Supervisors on October 21, 2025, and ultimately passed. The new residential fees take effect on January 16, 2025, with a three-year phase-in for residential in-lieu fees. Commercial impact fee rates are adopted at the full rate in year one. All fees include an annual escalator using the CA CCI on January 16 of each year commencing 2027. Produce 10 new inclusionary units by end of 6th Cycle, with this number to be modified to align with any changes in inclusionary percentages that may arise out of the Nexus Study update.	Other	1	Link
Program H-2c: Continue to generate affordable housing funds in conjunction with new job-generating development via the commercial housing impact fee. Update the nexus and economic feasibility studies to	**Objective H-2c:** Generate commercial impact fees to mitigate the impact of commercial development on the need for affordable housing to the extent consistent with economic feasibility. Generate commercial impact fee funds sufficient to assist in	10/21/2025	6th Cycle	Completed	A Nexus Study was prepared by Willdan Financial Services on April 23, 2025. An update to impact fees were presented to the Napa County Board of Supervisors on October 21, 2025, and ultimately passed. The new residential fees take effect on January 16, 2025, with a three-year phase-in.	Other	1	Link

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determine if the fees may be increased given current economic conditions.	the development of 10 below market rate housing units.				Commercial impact fee rates are adopted at the full rate in year one. All fees include an annual escalator using the CA CCI on January 16 of each year commencing 2027.			
Program H-2d: Through a Notice of Funds Availability (NOFA) process, notify the public of available special assistance programs in coordination with the cities and other public and private agencies, using brochures and news releases.	**Objective H-2d:** Provide the public with notice of available assistance programs at least every other year during the planning period. Target at least 50 percent of units for either new construction of affordable units (e.g., to provide housing mobility) or rehabilitation assistance for housing for lower income households (e.g., for displacement prevention) in high resource areas, areas with median income above the countywide median, and in RCAAs. Target at least 60 new lower-income units assisted in the 6th Cycle.	12/31/2031	6th Cycle	Not Yet Started	No update at this time. This is still to-be-developed as a program within DHHS. FY 27/28 Budget will seek approval via appropriation for program-related costs to create administrative framework (underwriting guidelines, loan documents, etc.) for this program. FY 27/28 budget would seek staffing-related appropriation to staff the program. Marketing and outreach for available program-related assistance will follow/accompany program implementation. The County already partners with each of the City jurisdictions to ensure notices of special assistance programs (ie: Disaster CDBG and HOME funds) are communicated through homeowner notices and CBO's working with eligible households.	Other	0	None
Program H-2e: Continue program of exempting all secondary residential units from the Growth Management System (GMS).	**Objective H-2e:** The County will seek to facilitate the development at least 72 second units in zoning districts where they are allowed during the planning period.	12/31/2031	6th Cycle	In Progress	Ongoing. According to the County's 2025 Housing Element Annual Progress Report (January 1, 2025 – December 31, 2025) the County issued 22 building permits for ADUs. Combined with the 31 ADU building permits issued in previous reporting years for the sixth cycle these numbers represent 74% of the 72 units projected to be built over this cycle.	Units	53	Table A2
Program H-2f: Continue to require new affordable housing development projects receiving Affordable Housing Fund monies or any other type of County assistance, as well as those units built as part of the County's inclusionary housing requirement, to apply deed restrictions that will require affordability of assisted low- and very low-income units for a minimum of 40 years.	**Objective H-2f:** Ensure long-term affordability of all new housing units receiving County assistance.	12/31/2031	6th Cycle	Continuous	Ongoing via annual monitoring of all County Loan Portfolio loans.	Units	42	None
Program H-2g: Continue to use the Affordable Housing (:AH) Combination District as a tool to provide specific and reasonable development	**Objective H-2g:** For :AH sites established for 5th Housing Element Cycle or earlier, evaluate and modify the AH requirements to reduce the amount of affordable housing that must be provided for	9/24/2024	6th Cycle	Completed	Completed on September 24, 2024, with the adoption of Ordinance 1495.	Other	1	Link

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standards and stimulate affordable housing production in designated locations.	development under the :AH provisions as a way to better incentivize the development of housing on these sites.							
Program H-2h: Continue to implement the County's worker proximity housing program that encourages low- and moderate-income homebuyers, to purchase a home within 20 miles of their place of employment, by providing local down payment assistance.	**Objective H-2h:** Provide downpayment assistance to 240 low- and/or moderate-income households during the planning period.	12/31/2031	6th Cycle	In Progress	March 2024 – Feb 2025: 15 DPA loans closed Jan 2023 – Feb 2025: 40 DPA loans closed.	Households	55	None
Program H-2i: Continue to offer financial assistance to property owners who are interested in building second units, including ADUs and JADUs, that would be deed restricted for use by very low- or low-income residents.	**Objective H-2i:** Assist 45 property owners who commit to deed restrict ADU/JADUs for use by very low- or low-income residents, and target at least 50 percent of new ADUs assisted in high resource areas, areas with median income above the countywide median, and in RCAAs.	12/31/2031	6th Cycle	In Progress	Mar 2025 – Feb 2026: 5 AADU loans closed Jan 2023 – Feb 2026: 28 AADU loans closed	Units	28	None
Program H-2j: Maintain the affordable housing provided in existing mobilehome parks to the extent permitted by State law. Existing mobilehome parks may be redeveloped, including adding up to 25 percent more units than the number of units allowed by their underlying zoning, provided that the adverse impact of such redevelopment on existing residents, including impact to housing affordability and displacement, is fully analyzed and mitigated. Develop an inventory of existing mobilehome parks; study their existing zoning controls, and evaluate options to amend land use controls and explore funding opportunities to better retain mobilehome parks as affordable housing.	**Objective H-2j:** Discourage conversion of existing mobilehome parks to other uses.	12/31/2031	6th Cycle	Continuous	No updates at this time. Conversion density bonus - Ongoing; Complete evaluation of mobilehome parks and potential land use modifications and funding by December 2025.	Other	0	None
Program H-2k: Continue to allow infrastructure improvements as an eligible cost under the Affordable Housing Ordinance, and work with affected agencies to pursue grant money to improve water and sewer infrastructure on the 6th cycle sites within the inventory and other sites that accommodate	**Objective H-2k:** Assist in application for at least one grant for water and/or sewer improvements on a site identified in the 6th Cycle Housing Sites Inventory.	12/31/2031	6th Cycle	Not yet Started	No updates at this time. Within the first two years of the planning period work with an interested site owner/developer to pursue grant funding to assist at least one project during the planning period.	Other	0	None

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lower-income housing to address RHNA requirements.								
Program H-2l: Study vacancy tax on housing units not used for permanent residences, to be directed to Affordable Housing Fund to determine effectiveness and feasibility of such a tax and determine whether to place on ballot in 2026.	**Objective H-2l:** Increase the number of housing units that are available for occupancy by year-round residents.	12/31/2031	6th Cycle	Not Yet Started	No update at this time. Conduct study of potential tax by January 2028.	Other	0	None
SPECIAL NEEDS HOUSING PROGRAMS								
Program H-3a: Continue the County's program of inspecting migrant farm labor housing to ensure compliance with state standards. Efforts will be made to seek compliance to avoid closure of such facilities.	**Objective H-3a:** Ensure 100 percent of migrant farmworker units are maintained in sound condition throughout the planning period.	12/31/2031	6th Cycle	Continuous	Completed and Ongoing - Public farm labor housing is routinely inspected under the ongoing County work program. Private facilities are inspected by Environmental Management.	Other	0	None
Program H-3b: Continue to contract with Fair Housing Napa Valley or another capable organization that will review housing discrimination complaints, attempt to facilitate equitable resolution of complaints and, where necessary, refer complainants to the appropriate County, State, or Federal authorities for further investigation and action. At a minimum, presentations, materials, and announcements will be provided in English and Spanish.	**Objective H-3b:** Public outreach and education events in north, south, and mid-county locations (2 times during planning cycle) Outreach and education events for rental housing property managers and Realtors (2 times during planning period) Continuous distribution of fair housing information in publicly visible locations, such as libraries, bulletin boards in businesses, etc., throughout the county. Public service announcements in newspapers, local television, radio targeting different demographic groups (at least twice a year during the planning cycle)	12/31/2031	6th Cycle	In Progress	Contract updated for FY 24/25 to include objectives noted in H-3b and funding increased in FY 24/25. Objectives incorporated into annual Fair Housing Napa Valley contract scope of work.	Meetings	0	FHNV Contract with updated scope. Available upon request
Program H-3c: Continue to contribute towards the annual operating costs of local emergency shelters and transitional housing where such funds are available and their use legally permissible.	**Objective H-3c:** Provide Affordable Housing Fund resources for the development and operation of emergency shelter and transitional housing facilities for 8 additional homeless families in a partnership between the County Department of Health and Human Services and a non-profit.	12/31/2031	6th Cycle	In Progress	Completed and Ongoing - The Affordable Housing Fund continues funding for emergency shelter and transitional housing programs and facilities, including the County's three 60-bed (180 total) nightly farmworker lodging Centers. In FY 24/25, 24 new units of housing affordable to extremely low-	Other	8	None

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					income families were added to the Coordinated Entry System (CES) housing units inventory. In addition, the County partners with the City of Napa for referrals to the North Napa Center, a new emergency shelter and transitional housing operating serving 66 households. In FY 25/26, single-adult emergency shelter bed capacity is 104 beds. Family shelter capacity is 7 families. Non-congregate shelter capacity for individuals or households is 66 and funded by one-time funding from the State of California under the Encampment Resolution Program, which sunsets June 30, 2025.			
Program H-3d: To the extent permitted by law, continue to require a preference for local workers, including farmworker households, in affordable housing developments assisted with Affordable Housing Fund monies, with a goal of including farmworker households in at least 10 percent of the units assisted with Affordable Housing Fund money and seniors in at least 10 percent of units assisted with Affordable Housing Fund money. The County will monitor the percentage of farmworker households occupying housing units assisted with Affordable Housing Fund money in conjunction with income eligibility monitoring for affordable housing units.	**Objective H-3d:** Encourage and facilitate development of 12 new farm labor dwellings on agriculturally-zoned properties and encourage; facilitate development of one new multifamily housing complex targeted to families with members who work within the County; include seniors as at least 10 percent of households assisted with Affordable Housing Fund monies.	12/31/2025	6th Cycle	Completed	Heritage House/Valle Verde (opened Sept 2024) project has 27 units set-aside for Farmworkers. All projects receiving Affordable Housing funding are required to set aside at least 10% of the units for placements through the Coordinated Entry System. The majority of clients placed in these units are above 55-years in age, which is considered “senior” within homelessness data due to the accelerated mortality rate of individuals experiencing homelessness. In FY 25/26, the County facilitated the development of 40 low and very low-income homeownership units at the Redwood Project in the City of Napa with a loan from the Affordable Housing Fund of $2M. Included in the unit mix are 5 low income, 2-bedroom units set aside for farmworker family households.	Units	31	. Documentation available upon request.
Program H-3e: Facilitate public/private partnerships and, when appropriate and available, use Affordable Housing Fund monies to help prevent the loss of privately owned farmworker housing facilities serving six or more individuals when private owners are no longer able or willing to do so. The County will approach farmworker housing owners at the time it becomes aware of a potential closure of	**Objective H-3e:** Provide financial assistance to incentivize owners to maintain existing supply of privately owned farmworker housing units.	12/31/2025	6th Cycle	Continuous	Continuous - Farm worker housing continues to be monitored by the Environmental Health Division and the handful of approved housing has remained steady.	Other	0	None

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a private farmworker housing facility. The County's Division of Environmental Health monitors the status of private farmworker housing facilities serving six or more individuals on an annual basis and will evaluate the efficacy of the program in helping to preserve existing units, and propose modifications to the program if units are lost.								
Program H-3f: Continue to monitor the need for farm worker housing throughout the harvest season.	**Objective H-3f:** Track the utilization of farmworker housing and determine if additional housing is needed.	12/31/2031	6th Cycle	Continuous	Napa County Farmworker Housing Needs and Impacts Assessment completed in 2024. Assessment included direct survey of more than 600 farmworkers working in Napa County, interviews with 20+ industry employers. Study provides extensive quantitative and qualitative information on housing needs for current land or force. Data overwhelming confirms majority of farmworker households are families with children and need is for housing that is affordable to very-low-income bracket to satisfy. Related State of Housing and (separate report) Housing Needs Assessments for Napa County demonstrate significant gap in available for-purchase housing units with 1 and 2 bedrooms, and conversely shortage in rental unit housing with 2 and 3 bedrooms (for families). All three studies indicate housing need is very low and low-income, family-size (2-3 bedroom) rental and 1-2 bedroom "starter home" to meet farmworker household need.	Other	0	None
Program H-3g: Work to identify a site and funding for a new farmworker family housing development and prioritize use of resources available to support new farmworker housing accordingly.	**Objective H-3g:** Identify at least one site and pursue funding to assist in new farmworker housing development during the planning period, placing a priority on sites that offer access to shopping, schools, and services.	7/1/2030	6th Cycle	In Progress	Napa County Farmworker Housing Needs and Impacts Assessment confirms need for scattered site available housing, not congregate or dedicated farmworker family housing site(s). County is exploring modifications to the Worker Proximity Downpayment Assistance Program to create set-asides for farmworker family households, including technical assistance and financial education for households to apply for mortgage financing.	Other	0	None

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					County staff have applied for grant funding for FY 25/26 to pilot on-site housing navigation assistance for lodgers currently residing at the three County-run Farmworker Centers to improve awareness of and access to available housing that is affordable to low-income farmworker families. Construction and operation of a fourth publicly operated Farmworker Center is contingent upon renewed long-term funding assistance from the State of California through the Joe Serna Program and related increases to the County Service Area 4 (CSA4) per acre assessment. The current Serna Agreement with the State (19-NVFH-12871) expiring June 2029, provides $250K annually. The max threshold for CSA4 is $15 per acre. The existing assessment is $14 and provides $650K annually in operating funding. A fourth Center requires a 3x contribution from the State ($750K+ annually) AND an increase in the CSA4 assessment to at least $20 per acre. Landowners vote on the CSA4 authorization every 5 years. The County is actively pursuing support for the Serna funding extension and increase, and the legislative authority to propose locally an increase in the CSA4 assessment. Both are minimum conditions needed to begin pursuing capital and land needed for a 4th Center.			
Program H-3h: Conduct an analysis to identify sites within the unincorporated area where up to 12 units of onsite farmworker housing could be developed, which are near cities and in locations where schools, transit, services, and shopping are relatively easily accessible. The County will provide owners of identified properties with information about opportunities to build farmworker housing on their sites, including potential County assistance.	**Objective H-3h:** Conduct outreach to at least 10 owners of suitable property during the planning period.	12/31/2031	6th Cycle	In Progress	A previous site analysis occurred prior to January 31, 2016. Several potential housing sites meeting program criteria have been identified. No further updates at this time. Current site analysis by PBES including analysis of all existing parcels with additional dwelling units permitted as farmworker housing remains pending. HCS has met with PBES staff engaged in this analysis to discuss how outreach to and monitoring of occupancy for deed restricted farmworker housing	Meetings	5	None

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					units can be conducted through HCS once site inventory is complete.			
Program H-3i: In soliciting developer requests for Affordable Housing Fund monies, encourage developers to propose projects that can address unmet needs for housing with supportive services for the disabled (including the developmentally disabled) and projects serving other populations on sites in high resource areas through funding criteria that Affirmatively Further Fair Housing.	**Objective H-3i:** Encourage development of at least one project that targets special needs populations within a high resource area during the planning period.	12/31/2031	6th Cycle	Completed	Completed. Targeting of special needs population is already part of our underwriting guidelines.	Other	1	None
Program H-3j: Undertake County Code amendments to support farmworker housing development	**Objective H-3j:** Consistent with Napa County Measure P, create additional flexibility for housing providers to create farmworker housing developments, including homeownership opportunities for farmworkers by amending NCC § 18.104.305 (Farmworker centers—Owned or managed by local government agency) to include non-profit organizations, in addition to local government agencies and by amending NCC § 18.104.010 (Schedule of zoning district regulations) subsection (D) to note that further divisions within any parcel created and maintained for farmworker centers area allowed to facilitate home ownership for farmworkers.	9/24/2024	6th Cycle	Completed	Completed on September 24, 2024, with the adoption of Ordinance 1495.	Other	1	Link

2025 Annual Housing Element Implementation Objectives - Progress Report (CCR Title 25 §6202)

(Updated: March 2026)

Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category Select: Household, Persons, Meetings, or Other	Quantified Outcomes: Count	Supporting Documents
Program H-3k: Implement Recommendations of REAP-funded Farmworker Housing Study	**Objective H-3k:** Following recommendations from the Farmworker Housing Study, develop plans and initiate work on developing housing for at least an additional 30 farmworkers. Depending on the recommendations of the Farmworker Housing Study, this could include housing for single farmworkers and/or farmworker family housing, placing a priority on sites that offer access to shopping, schools, and services. Also utilize findings from the Fall 2023 homeless count to target outreach to homeless farmworkers and identify actions to implement the recommendations of the Farmworker Housing Study.	12/31/2031	6th Cycle	In Progress	Farmworker Housing Needs and Impacts Assessment completed in June 2024. Programs to support farmworker households with housing include expansions to the Workforce Proximity Downpayment Assistance Program (set-aside funding for farmworker households), pilot housing navigation program, and a tenant matching program for farmworkers to receive priority access to deed-restricted Affordable Accessory Dwelling Unit (AADU) loan program units when complete and market-ready. Complete Farmworker Housing Study by December 2024. Initiate implementation of any recommended programs by July 2025. Construction and operation of a fourth publicly operated Farmworker Center is contingent upon renewed long-term funding assistance from the State of California through the Joe Serna Program and related increases to the County Service Area 4 (CSA4) per acre assessment. The current Serna Agreement with the State (19-NVFH-12871) expiring June 2029, provides $250K annually. The max threshold for CSA4 is $15 per acre. The existing assessment is $14 and provides $650K annually in operating funding. A fourth Center requires a 3x contribution from the State ($750K+ annually) AND an increase in the CSA4 assessment to at least $20 per acre. Landowners vote on the CSA4 authorization every 5 years. The County is actively pursuing support for the Serna funding extension and increase, and the legislative authority to propose locally an increase in the CSA4 assessment. Both are minimum conditions needed to begin pursuing capital and land needed for a 4th Center. Projects seeking affordable housing funds that are not considered Permanent Supportive Housing will	Other	0	Link

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(Updated: March 2026)

Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category Select: Household, Persons, Meetings, or Other	Quantified Outcomes: Count	Supporting Documents
					be required to have a minimum of 10% of the units set aside for special populations, including farmworkers and/or senior/older adult and/or veteran households. In FY 25/26, grant funds were pursue and awarded to fund installation of high-speed wi-fi access for all lodgers at the Calistoga Farmworker Center. Lodgers will access wifi at no additional cost (included in nightly lodging rate.) The County is pursuing additional funds for the same Capital Improvement at the Mondavi and River Ranch Centers. Access to wifi was identified in the FHNAI as a critical component of personal health management, continuing education and social/emotional health and connection for farmworkers in the Valley. The study showed less than 30% of the total farmworker workforce has access to reliable internet connectivity on a daily basis.			
HOUSING DEVELOPMENT PROGRAMS								
Program H-4a: Consistent with Conservation Element Policy Con-66 continue the program of providing local worker or "proximity" preferences to new affordable housing projects and continue providing assistance to local workers who buy homes in market rate projects.	**Objective H-4a:** Assist 240 Local employees to purchase homes as part of proximity preference program.	12/31/2031	6th Cycle	In Progress	March 2024 – Feb 2025: 15 DPA loans closed Jan 2023 – Feb 2025: 40 DPA loans closed.	Persons	138	None
Program H-4b: Continue to allocate Affordable Housing Fund monies to affordable housing developments in the cities when funds are available and such allocation is consistent with the Affordable Housing Ordinance and criteria. The County will continue to work with the cities to establish and update a list of criteria that will be used to evaluate proposals for use of Affordable Housing Fund monies, with priority for projects that serve extremely	**Objective H-4b:** Assist 200 lower-income housing units and 50 extremely low-income housing units in the cities during the planning period.	12/31/2031	6th Cycle	In Progress	Jan 2023 – January 2026: Committed $3M toward 80+ units LI and ELI in Napa Pipe (May 2023 RES 2023-64), $1.5M for 40+ PSH units in City of Napa (Nov 2023, RES 2023-150), $200K for 5 LI units in St. Helena (Pope Street Loan, Feb 2025), and $2M for 40 LI and MI homeownership units in the City of Napa (RES 2025-120), which includes 5-units set aside for LI farmworker family households. 28 AADU loans closed, resulting in 28 new deed-restricted LI rental units throughout the County.	Units	193	Resolutions 2023-64, 2023-150, 2025-120 and Pope Street Loan

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(Updated: March 2026)

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low-income households, seniors, farmworkers, and/or projects that place affordable housing in high resource areas. The County will use a NOFA process to solicit applications on an annual basis and the funding criteria will emphasize Affirmatively Furthering Fair Housing.								
Program H-4c: Consistent with Agriculture and Land Use Policy AG/LU-15.5, staff of the County Department of Planning, Building and Environmental Services will review and recommend to the Planning Commission and the Board of Supervisors appropriate changes to planning and zoning standards that minimize any conflicts between housing and agriculture.	**Objective H-4c:** Review planning and zoning standards at least once during the planning period.	1/1/2027	6th Cycle	Not Yet Started	Not yet programmed. Report to Planning Commission and Board of Supervisors and recommend updates by January 2027.	Other	0	None
Program H-4d: Housing Sites Rezoning. Rezone sites at a minimum density of 20 units per acre to accommodate the County's lower income housing need of 61 lower income units, ensuring that the sites affirmatively further fair housing. Zoning will require that housing developments include at least 15 percent of units for lower-income households. If applicable, require replacement housing consistent with Section 65915(c) on all sites designated for housing in the Housing Element.	**Objective H-4d:** Provide adequate sites to fully accommodate the 6th Cycle RHNA, and require replacement housing on all designated sites, if applicable. The County will undertake rezonings consistent with those shown for the two privately owned sites included in the Sites Inventory. This program specifically commits the County to rezoning the acreage at the allowable densities, to accommodate the anticipated number of units, by income category, shown in the Sites Inventory section of the Housing Element and summarized on Table 56. To accommodate the housing needs of lower-income households, rezonings will include provisions to meet all by right requirements pursuant to Government Code section 65583.2, subdivisions (h) and (i).	6/4/2024	6th Cycle	Completed	Completed on June 4, 2024, with the adoption of Ordinance 1491.	Other	1	Link
Program H-4e: No Net Loss Monitoring. If sites are developed during the planning period at lower density or at a different income level than shown in this Housing Element, make findings required by Section 65863 to determine whether adequate sites exist at all income levels. If sites are inadequate, take action to make adequate sites available within 180 days.	**Objective H-4e:** Ensure that adequate sites are available throughout the planning period to accommodate the County's RHNA at all income levels.	12/31/2031	6th Cycle	In Progress	Ongoing. No Sixth Cycle Housing Inventory Site has applied for entitlements/building permits at this time, although an affordable housing developer has been selected by the State's Department of General Services to develop the Imola site in January of 2026 DGS staff, Napa County staff, and the housing developer had an introductory meeting to discuss the project and potential timelines.	Other	0	None

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(Updated: March 2026)

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Program H-4f: Facilitate rebuilding process for mobilehome parks lost in wildfires, such as Spanish Flat MHP, by offering technical assistance and working with property owners to increase residential density above prior levels.	**Objective H-4f:** Rebuild mobilehome parks providing at least 20 mobilehome spaces.	12/31/2031	6th Cycle	In Progress	Applications to rebuild 67 mobile homes that were previously burned were received and initialized in September 2025.	Units	67	None
Program H-4g: Facilitate subdivision of any parcel over 10 acres in size within the Site Inventory for multiple family development.	**Objective H-4g:** Assist at least one property owner during the planning period to create a smaller parcel that can be developed with multiple family housing that can be constructed within the 6th Cycle Planning period. Offer assistance in subdividing their properties to all owners of housing inventory sites. If at least one site is not subdivided by December 31, 2027, and if needed to fully accommodate the County's 6th Cycle RHNA, the County will initiate action to identify a suitable replacement site with appropriate zoning and development standards and complete rezoning within one year.	12/31/2027	6th Cycle	In Progress	Outreach and discussion held with property owners for the Spanish Flat sixth cycle affordable housing site. Draft subdivision map was utilized to inform rezoning ordinance 1491. Property owner has communicated to Staff their interest completing formal subdivision within this cycle.	Other	0	None
Program H-4h: Provide Housing Element copy to water and sewer providers.	**Objective H-4h:** Ensure that water and sewer providers are aware of their obligation to provide priority for available connections to affordable housing projects.	12/31/2031	6th Cycle	Completed	Copies sent in Winter of 2025/26.	Other	1	None
Program H-4i: Pursue housing subsidy funding for farmworker housing from sources such as State Low-Income Housing Tax Credit Farmworker Set-Aside and/or USDA Rural Development.	**Objective H-4i:** Work with at least one developer to secure funding to assist in the development of farmworker housing during the planning period. This may include collaboration with the cities to develop new farmworker housing, as done successfully in the 5th Cycle.	11/18/2025	6th Cycle	Completed	Ongoing based on funding NOFAs. FY 25/26 The County committed $2M of affordable housing funds for 40 LI & MI homeownership units in the City of Napa (RES 2025-120), which includes 5-units set aside for LI farmworker family households leveraging Federal New Market Tax Credit (NMTC) financing. This is the first NMTC project in the County. Project also includes CalHOME homeownership funding award of $4.5M..	Other	1	Resolution No. 2025-120
Program H-4j: Develop an ordinance which would require onsite employee housing as part of large non-residential developments.	**Objective H-4j:** To address jobs-housing imbalance, require that new large non-residential developments include onsite housing to address some part of their employee housing demand.	12/31/2031	6th Cycle	Not Yet Started	Complete study and make recommendation to Board of Supervisors by December 2027. Not yet programmed.	Other	0	None
Program H-4k: Work with applicants and service providers to secure water and sewer services for Housing Sites Inventory sites.	**Objective H-4k:** Secure water and sewer services that will allow the development of housing affordable for lower-income households.	07/12/2027	6th Cycle	In Progress	Initiate work with preferred water and sewer service providers to secure commitments for services within 12 months of Housing Element certification,	Other	0	Documentation upon request

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(Updated: March 2026)

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Because all sites designated for lower income housing will be required to contain at least 15 percent lower income housing (see Program H-4b), they will be subject to the provisions of Government Code Section 65589.7, which grants priority to projects containing lower income housing and requires public agencies to provide water service to developments containing lower income housing unless strict findings can be made.					including any applicable LAFCo procedural steps. If agreements are not in place to provide water and sewer service within 24 months of housing element adoption, pursue service from alternative providers immediately if preferred providers are not able to provide services. Pursue plans to provide water supplies via onsite wells and wastewater treatment facilities immediately if no community water and sewer providers are viable. If water and sewer services able to support multifamily housing are not available within 36 months of housing element adoption, designate alternative sites as needed to accommodate the County's RHNA. In progress. Conditional sewer service will-serve letters from Napa Sanitation were issued for the Foster Road site (July 17, 2025) and the Imola Site (August 22, 2025). Meetings held with LAFCO to discuss the formal process to extend Napa Sanitation's Spheres of Influence and district boundary and draft applications are being prepared. Meetings held with City of Napa to discuss application process for water service will-serve letters for the Foster Road and Imola sites. Communications with Spanish Flat Water District concerning water and sewer service for the sixth cycle Spanish Flat affordable housing site.			
Program H-4l: Monitor ADU production and utilization.	**Objective H-4l:** The County will monitor ADU production and affordability throughout the course of the planning period and implement additional actions if not meeting target numbers anticipated in the housing element. Upon issuance of certificate of occupancy for a new ADU or JADU, the County will survey the property owner to determine the occupancy and affordability level of the unit. In 2025, 2027, 2029, and 2031, the County will conduct analysis of the ADU/JADU production trend to determine if new ADU/JADU production is keeping pace with the ADU production assumed in the Housing Sites analysis, in terms of numbers and	12/31/2031	6th Cycle	In Progress	Monitor ADU/JADU use and affordability surveying property owners when certificates of occupancy are issued. Draft affordability survey currently under review with the intent of incorporating with the certificate of occupancy issuance procedures in 2026. The County continues to utilize ABAG's Technical Assistance report "ADU Affordability Survey Findings and Recommendations" for projecting ADU affordability. As reported in Program H-2e, with completion of the 2025 reporting year the County has issued building permits for 74% of the total ADUs	Units	53	None

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	affordability levels. The analyses will identify the additional actions, if necessary, that the County will take in a timely manner (e.g., within 6 months) to boost ADU/JADU production to projected levels. The degree of additional actions will be consistent with the degree of the gap in production and affordability.				projected to be built in the County for the sixth cycle. That projection also utilized ABAG's Technical Assistance report in determining the affordability of ADU's built over the sixth cycle, indicating that the County is meeting affordability projections and is currently ahead of schedule in the number of ADUs anticipated for production.			
Program H-4m: Work with State of CA to Develop Housing on Imola Avenue Site	**Objective H-4m:** Work with the State to develop at least 100 affordable housing units on the Imola site by 2031. Napa County anticipates that the CA Department of General Services will lead the process for securing a developer to build affordable housing at the site and handle any required environmental review. In supporting this process, the County will advocate for housing at the site to address the community's special housing needs and will also inform prospective developers about the availability of Housing Fund monies to assist in developing affordable housing at the site. Napa County will help to facilitate the process of securing commitments from the City of Napa and Napa Sanitation for water and wastewater services for the site and will monitor the progress. If it becomes clear that either City of Napa or Napa Sanitation will not provide necessary services, the County will initiate work to identify and rezone an alternate site to ensure that the County can fully accommodate its 6th Cycle RHNA within one year.	12/31/2027	6th Cycle	In Progress	The State Department of General Services has recently revamped the State Excess Sites program website to simplify affordable housing application submittal and the Imola site is currently identified as 'accepting proposals'. Outreach to the City of Napa and Napa Sanitation to secure commitments for utility services is programmed for 2025. Initiate discussions with DGS to coordinate planning for development of the site by July 2024 and coordinate with state officials on an ongoing basis; reach out to City of Napa (water) and Napa Sanitation (wastewater) to begin process of securing commitments for utility services for the site by December 2024. Encourage DGS to issue an RFP for a developer by June 2026. If City of Napa and/or Napa Sanitation have not committed to provide services to the site by December 2027, begin work with DGS to identify viable alternate means of obtaining services. If viable alternatives are not identified by June, 2028, immediately initiate work to identify and rezone an alternate site if necessary to ensure the County can fully accommodate its RHNA. FY25/26: In March 2025, DGS/HCD released a competitive RFP that included a 5-acre parcel site owned by the State Hospital in unincorporated Napa County. PEP Housing executed a lease option agreement with the State in November 2025. Developer is working through predevelopment due diligence, preliminary design, cultivating community partnerships, and pursuing funding with a target	Units	0	Documentation upon request

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					construction start of October 2027. County staff are actively engaged in project development.			
Program H-4n: Foster Road Annexation	**Objective H-4n:** Work with City of Napa for annexation of all property currently within the SOI on the east side of Foster Road south of Snow School to allow provision of City water services and for development to occur at the site. The timing of the annexation will be such that housing development at the site consistent with the Housing Element can proceed and be completed to allow occupancy within the 6th Cycle Planning period. If the County finds that substantial progress towards annexation has not occurred, such that housing development at the site cannot be completed by the end of the 6th Cycle Planning period, the County will immediately initiate efforts to identify and rezone a replacement housing site, if necessary to ensure that the County can fully accommodate its 6th Cycle RHNA.	12/31/2027	6th Cycle	In Progress	By July 1, 2024, initiate negotiations with City of Napa to establish an annexation agreement between City and County for annexation of the property within the SOI and generally bordered by Foster Rd. on the east, Snow School to the north, Golden Gate Ave. to the east, and the RUL to the south, to allow planning of a comprehensive mixed use housing development consistent with City of Napa General Plan for terms by which the County will obtain RHNA credit in the Sixth Cycle Housing Element within the overall annexation area for a 5-acre portion or similar portion with equivalent overall housing densities. It is expected that, by June 30, 2025, the City of Napa will initiate an annexation application with LAFCo. If annexation approval is not granted by LAFCo by December 2027, the County will, if necessary, identify and rezone a replacement property to allow multifamily housing and ensure that the County can fully accommodate its 6th Cycle RHNA, with any necessary rezoning actions to be completed by June 2029. Discussion with the City of Napa regarding a Foster Road Annexation Application began in Fall 2024.	Other	0	None
PROGRAMS TO REMOVE CONSTRAINTS								
Program H-5a: Continue to provide fee waivers for nonprofit affordable housing developers.	**Objective H-5a:** Remove or mitigate governmental constraints to housing production.	12/31/2031	6th Cycle	Continuous	Ongoing; upon receipt of applications for affordable housing projects.	Other	0	None
Program H-5b: Expedite permit processing for housing projects that will serve very low-, low-, and moderate-income households when such projects provide adequate assurances of long-term affordability.	**Objective H-5b:** Remove or mitigate governmental constraints to housing production.	12/31/2031	6th Cycle	Continuous	Ongoing; upon receipt of applications for affordable housing projects.	Other	0	None
Program H-5c: Exempt affordable housing projects from the 30-acre minimum parcel size requirement for PD zones.	**Objective H-5c:** Remove or mitigate governmental constraints to housing production.	12/31/2031	6th Cycle	Continuous	Ongoing; upon receipt of applications for affordable housing projects.	Other	0	None

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Program H-5d: Continue to monitor the Growth Management System by (i) continuing the practice of accumulating unused Category 4 (affordable) permits indefinitely; (ii) continuing the practice of accumulating unused permits in other categories for three years; (iii) consolidating implementation of Category 1-3 permits except when a lottery is required; and (iv) simplifying periodic updates to the permit limit.	**Objective H-5d:** Remove or mitigate governmental constraints to housing production. Make available permits for construction of up to 105 new dwelling units each year, exclusive of permits for secondary residential units, and exclusive of permits for "carryover" affordable housing units. Permits for non-affordable housing units not issued in one year may be issued in any of the following three years, thereby allowing the number of permits issued to exceed 105 in a given year when unused permits are available from prior years. The County will set aside a minimum of 16 permits each year for affordable housing units, as defined in the County's Growth Management System, in addition to 630 such permits that the County projects will be available in 2022 for issuance for units affordable to lower and moderate-income households.	12/31/2031	6th Cycle	Completed	No action necessary. Review of prior amendments to the Growth Management System (AG/LU-119) indicates that the existing maximum allocation of building permits that can be issued in a calendar year for dwelling units, before restricting issuance of Category 1/2/3 permits, is 115. This is the same number of building permits identified in the 2023 Housing Element Update for the Growth Management System allocation in the sixth cycle.	Other	1	None
Program H-5e: Staff will report to the Board of Supervisors on the status of housing entitlement processing on priority sites and, if necessary, recommend changes in policies and regulations as appropriate to promote their development.	**Objective H-5e:** Remove or mitigate governmental constraints to housing production.	12/31/2031	6th Cycle	Continuous	Ongoing	Other	0	None
Program H-5f: Update County Code to Align with State Housing Laws	**Objective H-5f:** - Implement Requirements of SB 9 - Add definition of Low-Barrier Navigation Centers to Zoning Code and identify zoning districts where they will be allowed by-right, consistent with GC Section 65660 et. seq. - Review and revise the Density Bonus provisions to be consistent with current state law. - Provide all information required by GC Section 64940.1 subd. (a)(1)(A) through (E) accessible via links on a single County web page. - Review and revise design standards to provide objective standards. - Establish a process for streamlining affordable housing projects consistent with SB 35. - Eliminate requirement for CUP for multifamily residential projects in the RM zone and on AH:CD	9/24/2025	6th Cycle	Completed	Bullets within H-5f related to County Code updates or rezonings required by the County Housing Element were completed on June 4, 2024, and September 24, 2024, with the adoption of Ordinances 1491 and 1495.	Other	1	Napa County Code Chapters 17 and 18

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	sites. - Modify parking requirements for multifamily housing to require no more than one space per studio unit and no more than 1.25 spaces per one-bedroom unit, plus no more than 0.25 guest parking spaces per unit of any size. In addition, provide specific guidance on the types of circumstances that would allow the Planning Commission to approve a request for reductions from standard residential parking requirements, such as preparation of a parking study or TDM plan that demonstrates reduced demand for autos, demonstration of adequate on-street parking, proximity to transit services, or provision of affordable housing or senior housing. - Conduct outreach to development community to determine if lot coverage and height limits potentially pose a constraint to future multifamily development and, if necessary, modify the lot coverage and height limits to ensure that development of housing at a density of 20 units per acre is feasible. - Modify parking requirements for emergency shelters to eliminate the component requiring 1 space for every four shelter beds. - Modify requirements for permanent supportive housing developments to provide for permit streamlining consistent with GC Section 65650 et. seq. - Modify Zoning Code to allow residential care facilities (small) in zones where mobilehomes and multifamily housing are allowed. - Modify Zoning Code to eliminate requirement that residential care facilities (large) be located within five miles of a hospital with emergency services. -Modify Zoning Code to remove CUP requirement for residential care facilities (medium) in residential zones and make further modifications to ensure that residential care facilities (medium) and residential care facilities (large) group homes for seven or more persons permitted in all zones allowing residential							

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	uses in addition to permitting the use the same as other residential structures of the same type in the same zone. - Amend ADU ordinance to allow ADUs in AP zone and with multifamily buildings in the PD zone and otherwise to conform with state law changes effective January 1, 2023. - Adopt an updated master fee schedule, including permit and fee costs for multifamily housing by July 2024. - Review and revise Reasonable Accommodation procedure. Modifications will include, but not be limited to, modification of finding #3 and removal of findings #4 and #5, to be consistent with fair housing law.							
Program H-5g: Maintain General Plan Consistency	**Objective H-5g:** Ensure internal consistency within the General Plan and consistency between the General Plan and the Zoning Ordinance.	12/31/2031	6th Cycle	Continuous	Review General Plan for inconsistency with Housing Element and required rezonings and adopt any required changes concurrently with adoption of required rezonings and zoning ordinance amendments. Review General Plan and Zoning Ordinance at least annually in conjunction with the annual General Plan implementation report to the Board of Supervisors and the Annual Progress Report to HCD. Make any necessary General Plan and/or Zoning Ordinance amendments within six months of identifying any consistency issues.	Other	0	None
Program H-6a: Affirmative Marketing of Affordable Housing Opportunities	**Objective H-6a:** Affirmatively market affordable housing opportunities to farmworkers whenever wait lists open for affordable projects, including a listing of tenants interested in occupying deed-restricted ADUs. Partner with schools, churches, and non-profit organizations to connect with farmworker populations.	12/31/2031	6th Cycle	Continuous	Upon opening of waiting lists for new affordable housing projects, or at least annually, and ongoing.	Other	0	None
Program H-6b: Partner with Bureau of Reclamation and private concessionaires to increase opportunity for residents within the Lake Berryessa area.	**Objective H-6b:** Via the RFP process for new concessionaires at Lake Berryessa, increase access to jobs, shopping, and services for current and future residents of Lake Berryessa area.	12/31/2031	6th Cycle	Continuous	Negotiations continue with potential developers at the 4 sites the County controls. Interim operations are in place at Steele Canyon and Spanish Flat resorts.	Other	0	None

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Program H-6c: Place-based strategies to improve access to opportunity for lower-income areas.	Objective H-6c: The County will continue to prioritize the CIP and explore and pursue funding for a variety of community development and place-based strategies in areas with relatively higher concentrations of lower income households including but not limited to infrastructure, circulation, safe routes to school, parks, open space, community facilities and community amenities, targeting at least six improvements in these types of disadvantaged areas within the 6th Cycle. Engage with NVTA's process to develop an Active Transportation Plan for seniors, the Vine Trail project, and Safe Routes to Schools projects in order to advocate for prioritizing transportation improvements (services or infrastructure) that will benefit lower-income areas of the county. Engage lower-income communities in identifying and prioritizing investments for priority in the County's Capital Improvement Program.	12/31/2031	6th Cycle	Continuous	Explore and pursue funding from sources such as CDBG and other state and federal programs at least once every two years. Engage with NVTA at least annually (each program) to advocate on behalf of lower-income areas of the County. Engage lower-income communities at least annually to solicit input on prioritizing CIP investments. Ongoing. The County Public Works department completed approximately 23 paving projects and 6 storm and structure repair projects within disadvantaged areas identified in the 6th Cycle Housing Element.	Other	29	None
Program H-6d: Mobility strategies to improve access for lower-income households to higher resource areas.	**Objective H-6d:** Continue to support Napa Valley Community Housing's Homesharing Program, as a means to help lower-income homeowners generate extra income to remain in their homes and to provide opportunities for lower-income people to rent spaces in homes in higher-income areas and RCAAs, with a goal for the program to assist 20 to 50 people during the 6th Cycle. Also, in implementing SB-9, prepare and publicize maps of areas where SB-9 subdivisions will likely be feasible in the unincorporated area as a means to encourage housing production on smaller lots that could be more affordable than existing housing, with a goal to accommodate 15 to 20 new housing units through SB-9 subdivisions during the 6th Cycle. The program includes a goal for at least 50 percent of the persons assisted by the Homesharing Program and 50 percent of the units created via SB-9 to be in high resource areas, areas with median income above the countywide median, and RCAAs.	12/31/2031	6th Cycle	In Progress	Ongoing. New public maps of SB 9 feasible properties planned in 2026 with code updates for the County's ADU and SB9 ordinances to bring them up to date through the previous legislative session. NVCH Home Sharing Program is no longer in operation/not funded by the County. AADU tenant match up program implemented in FY 25/26 assists homeowners with ADU units available for rent to households earning up to 80% AMI with matching services including income screening and referrals. Goal remains assisting 20-50 households with access to naturally occurring affordable housing in higher-income areas during the 6th	Other	0	None

Jurisdiction	Napa County - Unincorporated	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	5
Low	Deed Restricted	5
	Non-Deed Restricted	5
Moderate	Deed Restricted	1
	Non-Deed Restricted	5
Above Moderate		37
Total Units		**58**

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	1	1
Single-family Detached	0	35	63
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	22	18
Mobile/Manufactured Home	0	0	0
Total	**0**	**58**	**82**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	58	58

Housing Applications Summary	
Total Housing Applications Submitted:	91
Number of Proposed Units in All Applications Received:	156
Total Housing Units Approved:	2
Total Housing Units Disapproved:	0

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SMAP	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	91	156
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	0
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Napa County - Unincorporated	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2022-01/30/2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	45	-	-	-	-	-	-	-	-	-	-	19	26
	Non-Deed Restricted		2	8	4	5	-	-	-	-	-	-		
Low	Deed Restricted	16	-	-	-	5	-	-	-	-	-	-	20	-
	Non-Deed Restricted		2	5	3	5	-	-	-	-	-	-		
Moderate	Deed Restricted	14	-	-	-	1	-	-	-	-	-	-	19	-
	Non-Deed Restricted		3	6	4	5	-	-	-	-	-	-		
Above Moderate		31	8	19	25	37	-	-	-	-	-	-	89	-
Total RHNA		106												
Total Units			15	38	36	58	-	-	-	-	-	-	147	26

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-345

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building & Environmental Services (PBES)

REPORT BY: Ryan Melendez, Planner II - Sustainability, PBES

SUBJECT: Presentation on the BayREN Efficiency & Sustainable Energy (EASE) Home Program

RECOMMENDATION

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

BACKGROUND

The Bay Area Regional Energy Network (BayREN) is a coalition of the nine counties in the San Francisco Bay Area and the Association of Bay Area Governments (ABAG)/Metropolitan Transportation Commission (MTC). BayREN serves the Bay Area with three core priorities:

- Promoting healthy and energy efficient buildings for residents and businesses;
- Building capacity for local governments and contractors to increase their impact; and
- Reducing carbon emissions by catalyzing regional activities.

BayREN currently offers nine (9) programs with different offerings for residents, businesses, and industry professional workforce, education, and training. This presentation highlights the new BayREN Single Family Residential Program: the Efficiency and Sustainable Energy (EASE) Home program for one- to four-unit residential properties.

In Napa County, ongoing building operations accounted for 23% of all anthropogenic greenhouse gas (GHG) emissions in 2019. Many buildings - both residential and commercial - in Napa are older with less efficient equipment, leading to increased energy consumption and GHG emissions, and higher utility bills. Updating the aging existing buildings in Napa County will be imperative to reducing emissions and reaching climate goals in the region, and BayREN is helping property owners to afford many of the upgrades needed to their homes.

The BayREN EASE Home program provides turnkey energy upgrade services to income-qualified property

owners and renters in one- to four-unit residential buildings. The program is designed to make participation as simple as possible, covering the full lifecycle of each project:

- Simple application process with dedicated program support;
- Comprehensive home energy assessment to identify the highest-impact priority projects;
- Full program management, including vetted contractor coordination, scheduling installations, securing permits, arranging inspections to ensure code compliance, and assisting with external rebate applications; and
- Post-installation support and a one-year warranty on completed upgrades

Since the program launched in Napa County in September 2025, the EASE program has achieved meaningful early results: 17 homes have participated in the program. These projects represent approximately $132,500 in total upgrade costs. BayREN incentives have covered approximately $116,000 of these costs, leaving participating property owners responsible for roughly $16,500 collectively.

Looking ahead, staff aims to serve approximately 50 homes in Napa County in 2026 and expand awareness of this program among eligible residents throughout the community.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiatives: Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

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

It's EASE-y to Upgrade Your Home and Save Money with **EASE Home!**



BayREN's Efficiency and Sustainable Energy (EASE) Home program helps income-eligible residents make energy upgrades that improve health and their home's comfort.

What Are the Benefits?

- Boosted comfort
- Lower energy bills
- Improved air quality

How Does the Program Work?

1. **An Energy Advisor visits your home and recommends customized, low-cost upgrades**, like insulation and duct sealing.
2. **We handle all the details**, from permit and rebate applications to installation through our vetted contractors.
3. **All pricing is transparent and fixed**, with BayREN covering 80% of the cost of core weatherization and energy efficiency measures.*
4. **Our team will maximize your savings** by stacking and applying for all available rebates for you, in addition to what BayREN covers.

How Do I Get Started?

EASE Home is open

Submit an interest form to your Napa County representative today:

https://tinyurl.com/NapaEASEHome

Who Qualifies?

You can participate if you:

- Live in a single-family home (up to 4 units) built before 2010.
- Are a PG&E customer.
- Have a household income under or at 120% AMI. (Below)
- Install at least one energy-saving weatherization measure in your planned upgrades, such as insulation, duct sealing, or duct repair or replacement

Household Size	Income Limit
1	$134,625
2	$153,825
3	$173,025
4	$192,225
5	$207,675

Visit **BayREN.org/income-guidelines** for more.

Contact us with any questions at:

BayREN@countyofnapa.org

EASEhome@BayREN.org | 866-998-8655

The Bay Area Regional Energy Network (BayREN) is a coalition of the Bay Area's nine counties partnering to promote resource efficiency at the regional level, focusing on energy, water and greenhouse gas reduction.

**Core measures include qualifying weatherization, energy efficiency, and associated minor home repair measures, i.e., insulation, duct sealing/replacement, and air sealing. The cost for additional measures like new electrical appliances will be determined by the measure cost minus available third-party rebates. For more information, please reach out to your Energy Advisor.*

5/22/25 12:27 PM

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Board of Supervisors | **Agenda Date:** 3/24/2026 | **File ID #:** 26-832

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference with Legal Counsel

RECOMMENDATION

CONFERENCE WITH LABOR NEGOTIATIONS

(Government Code section 54957.6)

Agency Designated Representatives: Christine Briceño, Director of Human Resources; Napa County Probation Professionals' Association - Nonsupervisory Unit; and Napa County Probation Professionals' Association - Supervisory Unit