

CITY OF AMERICAN CANYON AGREEMENT NO. _____
CITY OF CALISTOGA AGREEMENT NO. _____
CITY OF NAPA AGREEMENT NO. _____
CITY OF ST. HELENA AGREEMENT NO. _____
NAPA COUNTY AGREEMENT NO. _____
TOWN OF YOUNTVILLE AGREEMENT NO. _____

**COOPERATIVE JOINT POWERS AGREEMENT
TO FUND AND ADMINISTER
THE NAPA COUNTYWIDE CLIMATE ACTION PROGRAM**

THIS COOPERATIVE JOINT POWERS AGREEMENT (“Agreement”) is entered into as of this 20th day of April, 2021, by and between the CITY OF AMERICAN CANYON, a municipal corporation of the State of California, hereinafter referred to as “American Canyon,” CITY OF CALISTOGA, a municipal corporation of the State of California, hereinafter referred to as “Calistoga,” CITY OF NAPA, a municipal corporation of the State of California, hereinafter referred to as “Napa,” the CITY OF ST. HELENA, a municipal corporation of the State of California, hereinafter referred to as “St. Helena,” TOWN OF YOUNTVILLE, a municipal corporation of the State of California, hereinafter referred to as “Yountville,” and COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “County” (hereinafter collectively referred to as “Member Agencies” or “Parties”).

RECITALS

WHEREAS, as public agencies, Parties are authorized by Chapter 5 of Division 7 of Title I of the California Government Code (commencing with Section 6500) to enter into a joint exercise of powers agreement for the funding and performance of joint actions related to regional climate change which each agency is individually authorized to conduct within its own jurisdiction; and

WHEREAS, on October 8, 2018, the Intergovernmental Panel on Climate Change (IPCC) released a report, “Global Warming of 1.5°C,” which states that “Limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society,” and projected that the earth could reach and exceed this temperature threshold by as early as 2030, far earlier than previously anticipated; and

WHEREAS, climate modeling shows that it is not possible to stabilize global mean temperature rise at or below 1.5°C without undertaking additional pre-2030 climate mitigation and restoration actions focused on reducing radiative forcing levels associated with excess trapped heat. These urgent actions are additional and complementary to current efforts to reduce greenhouse gas emissions being undertaken by the State; and

WHEREAS, the State of California as a whole, and the Parties, residents, economy, and environment have already experienced adverse effects associated with climate change, such as a prolonged wildfire season and firestorms, rising temperatures, mudslides, severe droughts, property destruction and damage to infrastructure, and recognize that climate change represents a

growing danger to human health, safety, economic prosperity, basic services, and natural resources; and

WHEREAS, the Member Agencies recognize that climate change is a global problem, that decisive near-term action is needed to prevent further global warming, and that we must work together with other jurisdictions, because the most practical and cost-effective solutions to climate change which can directly benefit local residents require broad participation and coordination; and

WHEREAS, in June 2019, the Member Agencies all adopted Resolutions regarding the “Countywide Commitment to Address Climate Change” to do the following: (1) address climate change in their respective General Plans, consistent with State guidelines; (2) form a committee to identify countywide goals and strategies for addressing climate change, including an updated greenhouse gas (GHG) inventory, countywide GHG goal and timeline, and common GHG reduction standards for each jurisdiction to adopt independently; and (3) identify potential threats and funding to improve community resiliency; and

WHEREAS, since September 2019 the Parties have supported and participated in the Climate Action Committee (“CAC”) to share information on climate change strategies and coordinate on regional policies and actions; and

WHEREAS, the Parties agree to share the costs of administering the CAC and any future joint actions related to regional climate change including a greenhouse gas inventory; and

WHEREAS, the Parties desire to enter into an agreement for the purpose of addressing climate change through a regional effort and to seek out funding opportunities to assist in achieving common greenhouse gas reduction goals and strategies, as agreed to by the individual Member Agencies.

TERMS

NOW, THEREFORE, Napa County, American Canyon, Napa, St. Helena, Calistoga, and Yountville agree to the terms and conditions as follows:

1. Term of the Agreement.

This Agreement shall become effective upon the execution of all of the Parties hereto and shall continue in full force and effect until terminated in the manner provided in this Agreement. The inclusion of additional members to this Agreement or the withdrawal of some, but not all, of the Parties to this Agreement shall not be deemed dissolution or termination of this Agreement. The Agreement shall continue in full force and effect so long as there shall be at least two Member Agencies to this Agreement.

2. Designation of Administering Agency.

The Member Agencies hereby designate Napa County as the Administering Agency for purposes of administering this Agreement (the “Administering Agency”) pursuant to Government Code Section 6506.

3. Purpose of Agreement.

The purpose of this Agreement is to establish a collaborative framework to allow the Member Agencies to work with each other and with community organizations, businesses, schools, and regional partners and jurisdictions on coordinated actions to reduce greenhouse gas emissions and limit the adverse effects of future climate change.

4. Administration.

The Administering Agency will be advised in the implementation of its duties under this Agreement by the CAC, a standing body consisting of 12 elected officials, with two (2) representatives from each of the Member Agencies. The CAC shall adopt by-laws to govern its conduct and shall comply with the Ralph M. Brown Act, Government Code 54950 et seq. The CAC shall act as a community round table or forum for the sharing of information, providing public education, promoting events and grants relevant to climate change, developing a regional greenhouse gas inventory, and identifying mutually agreed upon climate goals and action items for consideration by the individual Member Agencies.

5. Staffing.

Staffing and support for the CAC shall be provided by the Administering Agency, at the discretion of the County Executive Officer. A working group made up of staff from each Member Agency shall assist the CAC in working on the greenhouse gas inventory, developing draft mutual goals and action items, preparing joint draft ordinances or policies for consideration by individual Member Agencies, and supporting regional sustainability efforts.

6. Legal Counsel.

The Administering Agency will designate Napa County Counsel to serve as legal counsel for the purposes of this Agreement and will enter into a contract with Napa County Counsel to provide legal advice to the CAC, which will set forth the job responsibilities and duties of legal counsel. A majority of the CAC can change the legal counsel for any reason.

7. Party's Proportional Cost Reimbursement Obligations.

(a) **Payment Schedule.** The Parties shall establish an estimated amount ("Estimated Amount") each fiscal year for the provision of services by the Administering Agency hereunder. The Administering Agency shall submit the Estimated Amount for each fiscal year to all Parties by March 1st of each year. The Estimated Amount will be developed based on the services described in Exhibit A. The Parties shall use reasonable efforts to have the Estimated Amount approved by their respective governing bodies or by designee authorized by the Party by July 1st of each year. The Estimated Amount for Fiscal Year 2021-2022 is attached hereto as Exhibit B. In the event of any delay in the adoption of the Estimated Amount pursuant to this provision, the Administering Agency is authorized to continue providing services in accordance with Exhibit A. Cities and Town shall continue to pay the Administering Agency all direct and indirect costs for services rendered pursuant to this Agreement.

(b) **Payment Apportionment.** During the term of this Agreement, Parties shall reimburse the Administering Agency for the proportional costs of supporting the CAC, providing public education, promoting events and grants relevant to climate change, administering grants, developing a regional greenhouse gas inventory, and identifying mutually agreed upon climate

goals and action items for consideration by the individual Member Agencies. The costs for these services shall be determined in accordance with the method described in Exhibit C, attached hereto and hereby incorporated by reference. The Parties have agreed upon a methodology for payment of the cost of services provided by the Administering Agency that are attributable to each Party for the following:

(1) **Program Administration.** Services to be provided by the Administering Agency, also herein referred to as Category 1 items, which will constitute a baseline of program costs to be shared amongst all of the Cities, Town, and Administering Agency.

(2) **Optional Services.** Services to be provided by the Administering Agency at the request by one or more of the Member Agencies, also herein referred to as Category 2 items, will be an additional cost beyond the baseline Program Administration to be borne only by those Parties who expressly request in writing such services.

(c) **Method and Timing of Reimbursement.** The Administering Agency shall provide for strict accountability of all receipt and disbursement of funds under this Agreement. The Administering Agency shall report all receipts and disbursements upon a Party's request. Each Party to this Agreement shall be invoiced regularly by the Administering Agency for the proportional costs described in Section 7 hereof. Payment by each Party of the invoice shall be made and received in the Administering Agency's administrative offices on or before the close of business within 45 calendar days of the date of the invoice. The due date shown on the invoice shall not be less than 30 calendar days after the date of issuance of the invoice.

8. Insurance.

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

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

(2) **Comprehensive Automobile Liability Insurance.** Each Party shall obtain and maintain in full force and effect during the term of the Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that Party's activities under this Agreement of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(b) **Certificates of Coverage.** When the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other

Parties), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the Administering Agency's Secretary or Clerk prior to payment for performance of any of the Parties' duties under this Agreement; shall name the other Parties, their officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; and shall provide that the other Parties shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon written request by the other Parties, the Party shall provide or arrange for the insurer to provide the other Parties with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

9. Hold Harmless/Defense/Indemnification.

Upon written demand, each Party shall defend, release, indemnify, and hold harmless the other Parties as well as their respective officers, agents, and employees from any claim, loss, liability penalty, demand, or expense including without limitation, those for personal injury (including death), damage to property or for costs of remediation or other actions needed to correct or abate any violation of federal, state, or local law, or regulation arising out of, or connected with, any acts or omissions of that Party or its officers, agents, or employees when performing any obligations or exercising any rights under this Agreement.

10. Termination for Cause and Non-Appropriation.

(a) **Termination for Cause.** If any Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement, including each Party's Proportional Cost Reimbursement Obligation, or otherwise breach this Agreement, and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the Administering Agency describing the nature of the failure or breach, any of the non-defaulting Parties may, in addition to any other remedies they may have, terminate this Agreement as to the defaulting Party by giving thirty (30) days written notice to the defaulting Party in the manner set forth in Paragraph 12 (Notices).

(b) **Termination for Non-Appropriation.** This Agreement may be terminated by any of the CITIES, TOWN, or by COUNTY as to that Party only if despite that Party's best efforts, that Party is unable to appropriate sufficient funds in any fiscal year to meet its financial obligations under this Agreement. Termination under this paragraph shall be effective only after the terminating Party has given no less than thirty (30) days written notice of such termination to all other Parties specifying the effective date thereof. Upon termination by any Party, that Party's share of the administrative costs borne by the Administering Agency shall be shared by the remaining Parties pursuant to the formula described in Exhibit C and the terminating Party shall only be responsible for payment of administrative costs already previously appropriated by the terminating Party.

11. No Waiver.

The waiver by any 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.

12. 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 any Party desires to give the other Parties shall be addressed to the other Parties at the address set forth below. Any Party may change its address by notifying the other Parties in writing of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NAPA COUNTY

Minh Tran, Executive Officer
County of Napa
1195 Third Street, Room 310
Napa, CA. 94559

CITY OF AMERICAN CANYON

Jason Holley, City Manager
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA. 94503

CITY OF CALISTOGA

Michael Kirn, City Manager
City of Calistoga
1232 Washington Street
Calistoga, CA. 94515

CITY OF NAPA

Steve Potter, City Manager
City of Napa
955 School Street
Napa, CA. 94559

CITY OF ST. HELENA

Mark Prestwich, City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, CA. 94574

TOWN OF YOUNTVILLE

Steve Rogers, City Manager
Town of Yountville
6550 Yount Street
Yountville, CA. 94559

13. Independent Entities.

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code Section 65000 et seq., Member Agencies are independent entities, and they and their respective officers, agents, and employees of Member Agencies are not, and shall not be deemed, employees of the other Parties for any purpose including but not limited to worker's compensation and employee benefits.

14. Privileges, Immunities, and other Benefits.

In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits that apply to the activity of the trustees, officers, employees, or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

15. Interpretation; Venue.

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This agreement is made in Napa County, California. The venue for any legal action in state court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by a Party to this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however nothing in this sentence shall obligate a Party to submit to mediation or arbitration any dispute arising under this Agreement.

16. Authority to Contract.

Each Party warrants hereby that it is legally permitted and otherwise has the authority to enter into and perform pursuant to this Agreement.

17. Conflict of Interest.

Each Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Each Party further covenants that in the performance of its services pursuant to this Agreement, no person having any such interest shall be employed.

18. Non-Solicitation of Employees.

Except with the written permission of the other affected Parties, each Party agrees not to solicit for employment the employees of the other Parties who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement. Nothing in this paragraph shall preclude any Party from publishing or otherwise distributing applications and information regarding the Party's job openings where such publication or distribution is directed to the general public.

19. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create any rights in third Parties and the Parties do not intend to create such third-party rights.

20. Attorney's Fees.

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

21. Severability.

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

22. Entirety of Contract.

This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

23. Execution by Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Member Agencies and delivered to the Administering Agency; it being understood that all Member Agencies need not sign the same counterparts.

24. Amendments/Modifications.

This Agreement may only be amended or modified by the written consent of all Parties hereto.

25. Cooperation.

Each Party commits to fully cooperate with the other Party to accomplish the purposes of this Agreement.

26. Successors.

No Member Agency shall assign any interest in this Agreement without the prior written consent of the other Member Agencies. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

27. Compliance with Laws.

Each of the Parties hereto shall comply with all applicable federal and state laws.

28. Withdrawal.


Any Party to this Agreement may withdraw from the Agreement, except that no Party may withdraw if such withdrawal would adversely affect any grant to such an extent that the Administering Agency would be rendered incapable of meeting its then-existing grant requirements and/or would lose funding. In such a circumstance, the Party seeking to withdraw would be permitted to withdraw on the condition that the above-described grant requirements were met and/or funding or liability requirements stabilized. Any member wishing to withdraw may do so only on July 1 of any such year, and shall provide the Administering Agency with at least 180 days' notice in writing of its intent to withdraw. Upon withdrawal, any member retains its financial obligations for current contracts executed to fulfill this Agreement, and assumes that responsibility at its own expense.

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

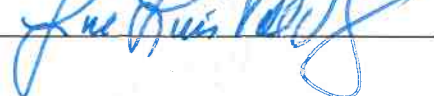
NAPA COUNTY, a political subdivision
of the State of California



ALFREDO PEDROZA, Chair of the
Board of Supervisors

APPROVED 4/20/2021
NAPA COUNTY BOARD OF SUPERVISORS
CLERK OF THE BOARD
BY:  Deputy

ATTEST: JOSE LUIS VALDEZ
Clerk of the Board

By:  _____

APPROVED AS TO FORM:
Office of County Counsel

By: Chris R.Y. Apallas
Deputy

CITY OF AMERICAN CANYON, a political subdivision
of the State of California

Mayor

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF CALISTOGA, a political subdivision
of the State of California

Mayor

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF NAPA. A political subdivision
of the State of California

Mayor

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ST. HELENA, a political subdivision
of the State of California

Mayor

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

TOWN OF YOUNTVILLE, a political subdivision
of the State of California

Mayor

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Countywide Climate Action Program

Administration, Planning, and Funding

The Countywide Climate Action Program (CCAP) refers to the Countywide and Local Programs implemented by Napa County; Cities of American Canyon, Napa, Calistoga, and St. Helena, and the Town of Yountville (collectively, the “CCAP Parties”). Each CCAP Party is implementing a Local Program and contributes financial and in-kind support to the countywide Program. The CCAP Parties have entered into a Joint Powers Agreement (JPA) to fund the Countywide Program based on the CCAP Parties’ population size/assessed value.

COUNTYWIDE PROGRAM

Program Administration

The COUNTY will be the lead agency responsible for administering the CCAP. Administrative duties include staffing and supporting the Climate Action Committee (CAC) to identify countywide goals and strategies for addressing climate change; applying for, administering, and implementing grants to prepare an updated greenhouse gas (GHG) inventory; developing GHG goals and timelines, as well as common GHG reduction actions, for each Party to consider and adopt independently; providing a forum for Parties to share information as they address climate change in their respective General Plans; and identifying potential threats and funding to improve community resiliency.

COUNTY Staffing

The County has a Planning, Building, and Environmental Services (PBES) Director or designee and Environmental Resources Specialist on staff, as well as planners and support staff (office assistants, GIS, accounting, etc.) to administer, coordinate, and implement the CCAP.

COUNTY Staff Duties

Specific administrative and planning functions of the CCAP are more particularly described as follows:

- Coordinate with Local Programs through the CAC. The CAC includes representatives from all Parties who meet monthly to discuss common issues and identify solutions.
- Manage and implement the Joint Powers Agreement regarding those tasks to be performed at a countywide level by the CCAP and coordinate with Parties regarding tasks to be performed on an individual municipal level.
- Develop and manage annual budgets and budget forecasts for work performed at the CCAP level.
- Develop supporting scopes of work for activities performed at the countywide level by the CCAP.

- Develop and manage contracts for activities performed at the countywide level by outside contractors and consultants. Oversee contractors; facilitate review of deliverables by permittees; approve final deliverables; and review and approve invoices.
- Track CCAP expenditures throughout the year and provide mid-year and end of year actual expenditures' accounting.
- Facilitate CAC meetings (work groups, sub-committees), prepare agendas and minutes, and staff and broadcast meetings.
- Disseminate information (e.g., training and/or workshop announcements), schedule presenters, and develop materials (e.g., brochures and/or electronic media) at the countywide level to the Parties and public.
- Make presentations to municipal city and town councils, as requested.
- Facilitate and encourage municipal implementation of plans and projects developed at the countywide level by the CCAP.
- Coordinate with other city, county, regional, and state agencies to stay informed of changes in State climate action policies and regulations, and/or recent court decisions, and provide regular updates to the CAC on this information.
- Track progress on CCAP measurable goals.

Countywide Program Structure

The Countywide Program shall be responsible for facilitating the development of common regional climate action goals and standards for adoption by each Party.

Parties shall be responsible for implementing climate action policies and tasks specifically required of them to comply with State climate action requirements.

EXHIBIT B

ESTIMATED AMOUNT FOR FISCAL YEAR 2021 – 2022

In accordance with Section 7.(a) of this Agreement, the Administering Agency has provided the Estimated Amount for the Fiscal Year (FY) 2021-2022 to all Parties. The Estimated Amount was developed based on the services described in Exhibit A, and includes: agenda, staff report writing, and staff to support monthly meetings of the CAC; administration of the Bay Area Air Quality Management District grant; contracting and management of the consultant hired to prepare the greenhouse gas inventory pursuant to the grant; coordinating the Parties' staff working group; drafting CAC bylaws; and other administrative support. If the CAC directs additional actions or efforts, this Estimated Amount may be supplemented with the approval of all Parties.

The Estimated Amount for FY 2021-2022 is \$59,080, calculated as follows. Hourly rates quoted are weighted labor rates.

Environmental Resource Specialist: 224 hours at \$98/hour = \$21,952

Director of Planning, Building, and Environmental Services Department: 112 hours at \$209/hour = \$23,408

Deputy County Counsel IV: 56 hours at \$245/hour = \$13,720

EXHIBIT C

COST REIMBURSEMENT

CCAP PROGRAM ADMINISTRATION COSTS

The COUNTY shall contribute 33.0% of the actual costs of the CCAP Program Administration costs, from the PBES budget.

COST-SHARE FOR REMAINING BALANCE

CITIES and TOWN shall each reimburse COUNTY for the remaining Category 1, Program Administration, costs for COUNTY's administration of the CCAP according to a formula that allocates costs based on fifty percent (50%) equal shares and fifty percent (50%) proportional share of population exclusive of the unincorporated area population, more specifically as follows:

American Canyon: 12.8%

Calistoga: 8.3%

Napa: 29.9%

St. Helena: 8.5%

Yountville: 7.5%

CATEGORY 2 OPTIONAL SERVICES

CITIES and TOWN shall each reimburse COUNTY for the actual costs of any optional services expressly requested in writing by a Party.