

Napa County

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



Agenda

***Consolidated**

Tuesday, May 2, 2023

9:00 AM

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

Board of Supervisors

Joelle Gallagher, District 1

Ryan Gregory, District 2

Anne Cottrell, District 3

Alfredo Pedroza, 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 Support Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.*

www.countyofnapa.org

GENERAL INFORMATION

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

The agenda is divided into three sections:

CONSENT ITEMS - These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any CONSENT ITEMS can be discussed separately at the request of any person. CONSENT ITEMS are usually approved with a single motion.

SET MATTERS - PUBLIC HEARINGS - These items are noticed hearings, work sessions, and items with a previously set time.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas. Immediately after approval of CONSENT ITEMS if the time for hearing SET MATTERS has not arrived, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the Clerk of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection after the meeting. Availability of materials related to agenda items for inspection does not include materials which are exempt from disclosure under the California Government Code.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD:**ON A MATTER ON THE AGENDA**

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

ON A MATTER NOT ON THE AGENDA

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

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

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

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

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions 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).

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. Leave a voice mail on the public comment line at 707-299-1776 (comments will be limited to three minutes).
2. Email your comment to publiccomment@countyofnapa.org.

Your comment will be shared with all members of the Board of Supervisors.

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. APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the April 18, 2023, regular meeting. [23-0722](#)

Attachments: [April 18, 2023](#)

4. PRESENTATIONS AND COMMENDATIONS

- A. Director of Human Resources to recognize County employees with 25 to 29 years of service. [23-0575](#)

- B. Presentation of a proclamation to a member of the Napa County Landmarks Board of Directors, recognizing May 2023 as Historic Preservation Month in Napa County. [23-0620](#)

Attachments: [Proclamation](#)

- C. Presentation of a proclamation to Kris Brown, Deputy Director of Health and Human Services Agency (HHSA) Comprehensive Services for Older Adults (CSOA) and Elaine Clark, Director of Napa/Solano Area Agency on Aging (N/S AAA) declaring May 2023 as "Older Americans Month (OAM)" in Napa County. [23-0666](#)

Attachments: [Proclamation](#)

- D. Presentation of a proclamation to the Chair of the Napa County Mental Health Board, Robert Palmer, Vice Chair of the Napa County Mental Health Board, Kristine Haataja, and Deputy Director of HHSA - Behavioral Health, Cassandra Eslami, declaring May 2023 as "Mental Health Awareness Month" in Napa County. [23-0746](#)

Attachments: [Proclamation](#)

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**6. CONSENT ITEMS - SPECIAL DISTRICTS**

7. CONSENT ITEMS**Agricultural Commissioner**

- A. Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign Agreement No. 230387B with Kristin Lowell, Inc. for a maximum of \$5,800 for the term April 1, 2023 through June 30, 2023 for civil engineering services for the Napa County Winegrape Pest and Disease Control District to develop the per acre assessment for Fiscal Year 2023-2024. [23-0718](#)

Attachments: [Agreement](#)

Auditor-Controller

- B. Auditor-Controller requests the acceptance of the internal audit compliance review of the Proximity Workforce Housing Assistance Program for the period of January 1, 2022 to December 31, 2022. [23-0689](#)

Attachments: [Internal Audit Report](#)

County Counsel

- C. County Counsel requests adoption of an Ordinance amending Chapter 10.04 of the Napa County Code to allow the Board of Supervisors to establish speed limits by resolution. [23-0696](#)

Attachments: [Ordinance \(Clean\)](#)
[Ordinance \(Redline\)](#)

County Executive Office

- D. Interim County Executive Officer requests the reappointment of James Hudak to represent Public Member on the Napa County Treasury Oversight Committee with the term to commence immediately and expire on March 31, 2027. [23-0674](#)

- E. Interim County Executive Officer requests the appointment of Tessa Lorraine to fill a term representing Organization Concerned with Older Adults to the Napa County Commission on Aging with terms of office to commence immediately and expire September 30, 2024. [23-0695](#)

Attachments: [COA Recommendation](#)
[Lorraine Application](#)

County Fire Department

- F. Deputy County Fire Chief requests the following actions (4/5 vote required):

[23-0712](#)

Donation from Angwin Volunteer Fire Department (non-profit)

1. Acceptance of a donated 2023 Can-Am Defender XT HD10 utility vehicle (UTV) from Angwin Volunteer Fire Department (AVFD) to the Napa County Fire Department;
2. Authorization of the Chair to sign Bill of Transfer accepting the Can-Am UTV from AVFD;
3. Establish a capital asset in the amount of \$28,846 for the UTV;
4. Approval of Budget Transfer increasing appropriations in the Fire Department's budget with offsetting revenues in the amount of \$28,846 to recognize the value of the donation;
5. Authorize to send the attached letter of appreciation to AVFD;

Donations from Napa Communities Firewise Foundation

6. Acceptance of donation of two 2022 Honda UTVs and two 2023 Big T utility trailers from Napa Communities Firewise Foundation (NCFF) to the Napa County Fire Department;
7. Authorization of the Chair to sign Bills of Transfer accepting the two UTVs and two utility trailers from NCFF; and
8. Establish capital assets in the following amounts:
 - 2022 Honda SXS10M5DL UTV - \$27,482
 - 2022 Honda SXS10M5PL UTV - \$29,124
 - 2023 Big T 35SA12 Utility Trailer (2) - \$3,406/each

Health and Human Services Agency

- G. Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220056B with On the Move, Inc., to extend the term through October 30, 2025, increase the contract maximum to \$34,590 and revise reporting requirements for the Housing Navigators Program (HNP).

[23-0415](#)

Attachments: [Agreement](#)

- H.** Director of Health and Human Services Agency (HHSa) requests approval of and authorization for the Chair to terminate the current Agreement No. 4000 with Community Resources for Children (CRC) and sign a new Agreement No. 230351B, for a contract maximum of \$600,691 for Fiscal Year 2023-2024, and each subsequent renewal, for the California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One child care program. [23-0416](#)

Attachments: [Agreement](#)

- I.** Director of Health and Human Services Agency (HHSa) requests approval of and authorization for the Chair to sign Agreement No. 230363B with Marin County for a contract maximum of \$41,046 for the term of April 1, 2023 through June 30, 2024, to provide services through Family Builders, Inc., and the Youth Acceptance Project (YAP) to assist lesbian, gay, bisexual, transgender, queer or questioning, and more (LGBTQ+) children/youth and their families with preservation or reunification. [23-0540](#)

Attachments: [Agreement](#)

- J.** Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign the following agreements in order to provide Prevention and Early Intervention (PEI) services under the County's Mental Health Services Act (MHSA) PEI Plan for the term July 1, 2023 through June 30, 2026: [23-0594](#)
1. Agreement No. 230372B with Mentis, Inc., for a maximum of \$97,540, for the provision of outreach and engagement services to BIPOC (Black, Indigenous, People of Color) College Students;
 2. Amendment No. 2 to Agreement No. 210355B with Cope Family Center, Inc., for a maximum of \$90,000, for the continued coordination of multi-agency prevention services, outreach assessment, and brief mental health services for at-risk families throughout Napa County;
 3. Amendment No. 2 to Agreement No. 210357B with Napa County Office of Education, for a maximum of \$80,000, for the continued services of its Student Assistance Program (SAP) in court and community schools to offer mental health screening, assessment, and PEI services to students at-risk of, or involved with, the juvenile justice system;
 4. Amendment No. 2 to Agreement No. 210359B with Napa Valley Education Foundation, for a maximum of \$160,000, for the continued Student Assistance Programs in American Canyon Schools, to provide support groups, immediate support of students' emotional, safety, and physical health needs, and more intensive supports including individualized intervention support plans, individual mental health supports, and individual counseling from school social workers or other staff or referrals to community mental health providers as needed;
 5. Amendment No. 2 to Agreement No. 210360B with On the Move, Inc., for a maximum of \$50,000, for the continued lesbian, gay, bisexual, transgender, and queer or questioning (LGBTQ+) assessments, cultural competency trainings, advocacy, outreach, and evaluation for Napa County; and
 6. Amendment No. 2 to Agreement No. 210362B with UpValley Family Centers of Napa Valley, Inc., for a maximum of \$80,000, for continued culturally-based group mentoring on-site at St. Helena and Calistoga Elementary and Junior/Senior high schools.

Attachments: [Mentis Agreement](#)
[Cope Agreement](#)
[Napa Valley Education Foundation Agreement](#)
[Napa County Office of Education Agreement](#)
[On the Move Agreement](#)
[Up Valley Agreement](#)

- K.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Revenue Agreement No. 220359B for up to \$181,500 in the current fiscal year with Advocates for Human Potential (AHP) replacing the current Statement of Work and Payment Schedule to update the number of billing quarters for direct services for the administration of the Mobile Response Team (MRT). [23-0597](#)

Attachments: [Agreement](#)

- L.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 180245B with Lytle, Inc., dba Hobart Sales and Service with no change to the contract maximum of \$20,000 per fiscal year, extending the term of the Agreement through June 30, 2026, and updating the Scope of Work and Compensation exhibits, to provide kitchen and vaccination storage equipment repair, servicing and maintenance. [23-0601](#)

Attachments: [Agreement](#)

- M.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230104B with David Mellow dba Medical Emergency Dynamics for a new contract maximum of \$10,000 for Fiscal Year 2022-2023, and each subsequent renewal, for the provision of cardiopulmonary resuscitation (CPR) and First Aid training to licensed Resource Families and Resource Family applicants and CPR, First Aid and automated external defibrillator (AED) training to required health care staff within HHSA. [23-0603](#)

Attachments: [Agreement](#)

Housing & Homeless Services – Division of CEO’s Office

- N.** Director of Housing & Homeless Services requests review of form loan and covenant documents developed for the Affordable Accessory Dwelling Unit Forgivable Loan Program and adoption of a Resolution authorizing the County Executive Officer or designee to sign the loan documents in substantial compliance with the form documents, as approved by County Counsel. [23-0670](#)

Attachments: [Loan Agreement](#)
[Promissory Note](#)
[Regulatory Agreement](#)
[Resolution](#)
[Deed of Trust](#)

Information Technology Services – Division of CEO’s Office

- O.** Chief Information Officer requests approval of and authorization for the Chair to sign Agreement No. 230345B with Axon Enterprise, Inc. for the term April 1, 2023 through March 31, 2028 with a contract maximum of \$46,980 for unlimited Axon device storage and application programming interface (API). [23-0487](#)

Attachments: [Agreement](#)

Library

- P.** Director of Library Services and Community Outreach requests acceptance of the California Library Literacy Services (CLLS) additional funding in the amount of \$4,938 for the Adult Literacy Program, bringing the total grant funding for Fiscal Year 2022-2023 to \$49,385. [23-0509](#)

Public Works

- Q.** Director of Public Works requests approval of and authorization for the Chair to sign Federal Apportionment Exchange Program and State Match Program Agreement No. 230374B with the State of California Department of Transportation for the term July 1, 2022, through June 30, 2023, providing revenue in the amount of \$337,648 to the County Roads Fund for general transportation purposes. [23-0612](#)

Attachments: [Agreement](#)

- R.** Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230377B with Peterson Power Systems, dba Peterson CAT (Peterson Power), to provide professional generator maintenance, inspection, and repair services for an annual maximum of \$81,762 for routine services and \$50,000 for non-routine services for the term of July 1, 2023 through June 30, 2026, with two additional one-year renewal options, with an annual maximum of \$83,302 for routine services and \$50,000 for non-routine services. [23-0623](#)

Attachments: [Agreement](#)

- S. Director of Public Works requests the following actions regarding the purchase of a 2023 Ford Transit Van 350 LR 148” (4/5 vote required): [23-0685](#)

1. A waiver of competitive bidding requirements and sole source award to Watsonville Ford of Watsonville, CA for the purchase of one (1) 2023 Ford Transit 350 LR 148”, pursuant to Napa County Code Section 2.36.090; and
2. Approval of a Budget Adjustment increasing appropriations in Vehicle Replacement Budget (Fund 4100, Org 4102000, Object 55400) by \$58,000 with the use of its available fund balance and establishment of a capital asset in the amount of \$58,000 for the purchase of a Ford Transit Van 350 LR 148”.

Attachments: [Watsonville Ford Quote](#)

- T. Director of Public Works requests the following (4/5 vote required): [23-0719](#)

1. Declare the 1999 Ford F450 Stencil Truck as surplus and no longer required for public use and authorize Public Works Director, or designee, to sign the certificate of title for the surplus item being sold at action; and

2. Authorize the sale of the Ford F450 Stencil Truck at JJ Kane Auctioneers located at 8668 Sparling Lane, Dixon, CA 95620.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. PUBLIC COMMENT

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

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

11. ADMINISTRATIVE ITEMS

County Executive Office

- A. Interim County Executive Officer and Clerk of the Board request appointment/reappointment to the following boards of the Association of Bay Area Governments (ABAG): [23-0724](#)
1. General Assembly - Delegate and Alternate, with no term end date; and
 2. Executive Board - Representative and Alternate, with terms effective July 1, 2023 through June 30, 2025.

Sheriff

- B.** Sheriff requests the following actions in accordance with California State Assembly Bill 481 and Napa County Ordinance No. 1476: [23-0511](#)
1. Review of Sheriff's Office Policy 704 - Military Equipment and Annual Military Equipment Report; and
 2. Approval of and authorization for continued use of certain law enforcement equipment.

Attachments: [AB 481 Equipment Report](#)
[Military Equipment Policy](#)
[Ordinance 1476](#)

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS**In-Home Support Services Public Authority of Napa County**

- A.** PUBLIC HEARING 9:00 AM - Amending Conflict of Interest Code [23-0591](#)
- Authority Counsel requests approval of amending the Conflict of Interest Code for the In-Home Supportive Services Public Authority (IHSS).

Attachments: [Resolution](#)

13. SET MATTERS OR PUBLIC HEARINGS**County Executive Office**

- A.** PUBLIC HEARING 9:00 AM - Introduction of Ordinance [23-0729](#)
- Interim County Executive Officer requests introduction and intention to adopt an Ordinance amending Section 2.80.040 (Duties and Responsibilities), Section 2.80.050 (Director and Assistant Director-Offices Created) and Section 2.80.060 (Director and Assistant Director-Powers and Duties) of Chapter 2.80 (Emergency Services) of the Napa County Code, relating to the designation of the Napa County Sheriff as the Director of Emergency Services. (UNANIMOUS VOTE REQUIRED)

STAFF REQUESTS CONTINUATION TO JUNE 6, 2023, AT 9:00 AM

Attachments: [Ordinance \(Redline\)](#)
[Ordinance \(Clean\)](#)

Planning, Building and Environmental Services (PBES)

- B.** PUBLIC HEARING 9:00 AM - Proposed General Plan Amendment: [23-0637](#)
Safety Element Update

Interim Director of Planning, Building and Environmental Services requests the Chair hold a public hearing and adopt a resolution replacing the 2009 Safety Element with the 2023 Safety Element Update.

Attachments: [Board of Supervisors Safety Element Resolution](#)
[Napa County Final Draft Safety Element Update \(Clean\)](#)
[Napa County Final Draft Safety Element Update \(Redline\)](#)
[Napa County Final Draft Safety Element Update \(Planning Commission Redline Draft\)](#)
[CalFire Checklist](#)
[PowerPoint Presentation \(added after meeting\)](#)

Sheriff

- C.** SET MATTER 9:00 AM - Annual Report [23-0510](#)

Sheriff to present the Napa County Sheriff's Office 2022 Annual Report.

Attachments: [Annual Report](#)
[PowerPoint Presentation \(added after meeting\)](#)

- 14. LEGISLATIVE ITEMS**
- 15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS**
- 16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS**
- 17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS**
- 18. CLOSED SESSION**

- A.** SET MATTER 11:30 AM [23-0565](#)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): Claims of Minh C. Tran, Claim Nos. 21-241, 23-306 (2 claims).

B. SET MATTER 11:30 AM [23-0762](#)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Government Code Section 54957)

C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED [23-0777](#)
LITIGATION

Significant exposure to litigation pursuant to Government Code section
54956.9(d)(2) (1 matter)

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MAY
16, 2023 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, APRIL 28, 2023 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0722

TO: Board of Supervisors
FROM: David Morrison - Interim County Executive Officer
REPORT BY: Anthony Williams - Deputy Clerk of the Board II
SUBJECT: Approval of Minutes

RECOMMENDATION

Clerk of the Board requests approval of minutes from the April 18, 2023, regular meeting.

EXECUTIVE SUMMARY

Clerk of the Board requests approval of minutes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Clerk of the Board requests approval of minutes from the April 18, 2023, regular meeting.



Meeting Minutes

Napa County Board of Supervisors

Joelle Gallagher, District 1
Ryan Gregory, District 2
Anne Cottrell, District 3
Alfredo Pedroza, 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 Support Services Public Authority of Napa County, LakeBerryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

www.countyofnapa.org

Tuesday, April 18, 2023

9:00 AM

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

**8:00 AM Special Meeting
*Consolidated**

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

Present: Chair Belia Ramos, Vice-Chair Joelle Gallagher, Supervisors Anne Cottrell, Ryan Gregory, and Alfredo Pedroza. The meeting was called to order by Chair Belia Ramos.

2. **PLEDGE OF ALLEGIANCE**

District Attorney Allison Haley led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the April 4, 2023, regular meeting.

[23-0676](#)

Motion Text: Approve Minutes.

Voting Yes: Pedroza, Cottrell, Gallagher, Gregory, and Ramos

Recusals: None

Result: Passed

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation to Michele Grupe, Executive Director of Cope Family Center and Co-Chair of the Napa County Child Abuse Prevention Council (CAPC), and Veronica Piper-Jefferson, Health and Human Services Agency (HHSA) Deputy Director of Child Welfare Services (CWS), declaring April 2023 as Child Abuse Prevention Month in Napa County.

[23-0581](#)

Chair Belia Ramos presented the proclamation.

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

Director of Public Works Steven Lederer reported on recent storm damage repairs within the County of Napa.

Discussion held.

6. CONSENT ITEMS - SPECIAL DISTRICTS

Motion Text: Approve Special Districts Consent Calendar.
Voting Yes: Gregory, Cottrell, Gallagher, Pedroza, and Ramos
Recusals: None
Result: Passed

Napa County Housing Authority

- A. Director of Housing & Homeless Services requests acceptance of donation report to Housing Authority Commissioners for quarter ending September 30, 2022, December 31, 2022, and March 31, 2023.

[23-0454](#)

7. CONSENT ITEMS

Motion Text: Approve Consent Calendar as amended.
Voting Yes: Gregory, Cottrell, Gallagher, Pedroza, and Ramos
Recusals: None
Result: Passed

Auditor-Controller

- A. Auditor-Controller requests authorization to deny one (1) State assessed unitary property tax refund claim for return of 2018-19 tax paid on Assessor Parcel Number 799-000-236 (one Telecom property), pursuant to Revenue and Taxation Code Section 100 and Section 5096.

[23-0602](#)

County Executive Office

- B. Interim County Executive Officer requests adoption of a Resolution authorizing the Napa Valley Unified School District, School Facilities Improvement District No. 2, to issue Election of 2022 General Obligation Bonds, Series A, without further approval of the Board of Supervisors or officers of Napa County. [23-0291](#)

Enactment No: R-2023-54

- C. Interim County Executive Officer requests approval of and authorization for the Chair to sign Agreement No. 230385B with Workforce Development Board of Solano County doing business as Solano-Napa Small Business Development Center ("SBDC") for a term of April 18, 2023 to December 31, 2023 with two six-month extensions totaling \$8,350 to provide outreach and application advisory services for the Childcare Facility Loan Program. [23-0595](#)

Enactment No: A-230385B

- D. Interim County Executive Officer requests approval of and authorization for the Chair to sign Agreement No. 230373B with MGT of America Consulting, LLC (MGT), for a maximum amount of \$51,635 for the term of April 18, 2023, through June 30, 2024, to prepare a fee study for various County departments. [23-0640](#)

Enactment No: A-230373B

County Fire Department

- E. County Deputy Fire Chief requests approval of a Budget Adjustment increasing appropriations \$5,700 in Fire Operations Intrafund Transfer Out (2100000-57900) offset by a decrease in Special Departmental Expense (2100000-53600); and an increase of \$5,700 in Fire Marshal Equipment (2100001-55400) offset by a Transfer In (2100001-49900) from Fire Operations. (4/5 vote required) [23-0514](#)

District Attorney

- F. District Attorney requests approval of and authorization for the Chair to sign the following Amendments for the provision of financial assistance to victims of crime: [23-0535](#)
1. Amendment No. 7 to Agreement 170972B with NEWS to increase the maximum compensation to the amount of \$169,250 for the term December 1, 2016 to March 31, 2024; and
 2. Amendment No. 2 to Agreement 210321B with Puertas Abiertas with a maximum compensation of \$60,000 for the term April 1, 2021 through December 31, 2023.

Enactment No: A-170972B Amend. 7; A-210321B Amend. 2

- G. District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance document that authorizes the District Attorney to apply for and sign grant Subaward documents with the California Office of Emergency Services for the Victim/Witness Assistance Program in the anticipated amount of \$400,621 for the term of October 1, 2023 through September 30, 2024. [23-0542](#)

Human Resources – Division of CEO's Office

- H. Director of Human Resources requests adoption of a Resolution rescinding and replacing Resolution No. 2023-39, adopted March 14, 2023, to make a correction to Exhibit "A," in the original Resolution which inadvertently deleted the Engineering Manager - PBES classification from the Table and Index of Classes and listed the incorrect effective date. [23-0618](#)

Enactment No: R-2023-55

- I. Director of Human Resources and Director of Health and Human Services Agency (HHSA) request adoption of a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the Public Health Division of the Health and Human Services Agency, with no net increase in FTEs, and no impact to the County General Fund. [23-0625](#)

Correction Memorandum provided.

Enactment No: R-2023-56

- J. Director of Human Resources and Director of Director of Public Works request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Public Works Department, with a net increase of two (2.0) FTE, and a slight impact to the County General Fund. [23-0626](#)

Enactment No: R-2023-57

Information Technology Services – Division of CEO's Office

- K. Chief Information Officer requests adoption of a Resolution approving revisions and additions to the Planning Building and Environmental Services (PBES) and Public Works - Flood retention schedules in Section 40, Records Management of the County Policy Manual effective April 18, 2023. (4/5 vote required) [23-0179](#)

Enactment No: R-2023-58

- L. Chief Information Officer requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 170298B with Fakouri Electrical Engineering, Inc., increasing the amount by \$1,200 for a new annual maximum of \$7,200 for critical power maintenance and emergency repair services. [23-0533](#)

Enactment No: A-170298B Amend. 4

Library

- M. Director of Library Services and Community Outreach requests the following: [23-0585](#)
1. Authorization to accept a donation in the amount of \$55,000 from the Napa County Library Foundation; and
 2. Chair to sign a letter of appreciation in acceptance of the donation.

Public Works

- N. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230190B with Miller Pacific Engineering Group (MPEG) that increases compensation from \$500,000 to \$750,000 per fiscal year. [23-0397](#)
- Enactment No: A-230190B Amend. 1**
- O. Director of Public Works requests approval of the plans and specifications for the “2023 Dry Creek Phase II Reconstruction”, PW 23-17 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. [23-0424](#)

- P. Director of Public Works requests the approval of the following actions regarding the 2023 Berryessa Improvements Project (RDS 22-05, 22-13, 23-05, and 23-16):

[23-0579](#)

1. Award of Contract to Goodfellow Bros. of Livermore, California for their low base bid of \$4,984,702 with Additive Alternate No. 1 of \$78,520 and Additive Alternate No. 2 of \$54,000 for the 2023 Berryessa Improvements Project and authorize the Chair to sign the construction contract; and
2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$1,968,696 in Measure T Non-Operating Special Revenue Fund (MT) (Fund 2440, Org 1220053, Object 56100) offset using its available fund balance to fund the 2023 Berryessa Improvements Project for Berryessa Knoxville Road (Fund 2040, Org 2040500, Project 22027, Object 48200) by \$1,335,652 and Berryessa Pines (Fund 2040, Org 2040500, Project 23010, Object 48200) by \$633,044;
 - b. Increase appropriations by \$1,335,652 in Project 22027 (Berryessa Knoxville Road) Fund 2040, Org 2040500, Object 52360) offset by transfer-in revenue from MT;
 - c. Increase appropriations by \$633,044 in Project 23010 (Berryessa Pines), offset by increase in revenue from the MT;
 - d. Increase appropriations by \$1,731,697 in SB-1 Non-Operating Special Revenue Fund (SB-1) (Fund 2440, Org 1220052, Object 56100) offset using its available fund balance to fund the 2023 Berryessa Improvements Project for Berryessa Highlands (Fund 2040, Org 2040500, Project 22031, Object 48200);
 - e. Increase appropriations by \$1,731,697 in Project 22031 (Fund 2040, Org 2040500, Object 52360) offset by a transfer-in revenue from SB-1;
 - f. Increase appropriations by \$2,388,552 in Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset using its available fund balance to fund the 2023 Berryessa Improvements Project for Spanish Flat Loop Road (Fund 2040, Org 2040500, Project 23040, Object 48200) by \$334,570 and Steele Canyon Road (Fund 2040, Org 2040500, Project 23027, Object 48200) by \$2,053,982;
 - g. Increase appropriations by \$334,570 in Project 23040 (Spanish Flat Loop Rd.) (Fund 2040, Org 2040500, Project 23040, Object 52360) offset by a transfer-in revenue from ACO; and
 - h. Increase appropriations by \$2,053,982 in Project 23027 (Steele Canyon Rd.) (Fund 2040, Org 2040500, Project 23027, Object 52360) offset by a transfer-in revenue from ACO.

- Q. Director of Public Works requests the following actions regarding a grant from the Napa Valley Community Foundation (NVCF) for the Napa County Animal Shelter and Adoption Center (Animal Shelter):
1. Acceptance of a David and Jane Gotelli Family Fund grant in the amounts of \$30,000 for general support and \$15,000 for community spay/neuter program support; and
 2. Authorization for the Chair to sign a letter of appreciation to the NVCF.

[23-0593](#)

- R. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170658B with A Better Place to Go Inc., dba Johnny on the Spot, to increase the maximum compensation by \$2,000 per fiscal year to accommodate the need for additional services.

[23-0616](#)

Enactment No: A-170658B Amend. 3

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

9. PUBLIC COMMENT

Two (2) people spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

Napa Berryessa Resort Improvement District

- A. District Engineer to present status of the District's operating budget, including a review of 5-year forecasts and potential options that may be available to address forecasted shortfalls in the operations budget and funding of certain capital improvement projects.

[23-0246](#)

Public Works Engineering Manager Chris Silke made presentation.

Discussion held.

Direction provided to staff.

11. ADMINISTRATIVE ITEMS

County Executive Office

- A. Interim County Executive Officer will provide a report on pending future agenda items requested at the Board meeting of March 28, 2023, and will request discussion and direction regarding the following requests: [23-0578](#)
1. Development of a Board policy to provide guidance for staff participation in community forums; and
 2. Evaluation of technology solutions to enhance community participation during public comment portions of Board meetings.

Assistant County Executive Officer Rebecca Craig made presentation.

Discussion held.

Direction provided to staff.

- B. Interim County Executive Officer requests the Board receive a presentation for operating the Re-entry Facility and discuss nextsteps. [23-0650](#)

Senior Management Analyst Daniel Sanchez introduced the Director of Corrections Dina Jose and Chief Probation Officer Amanda Gibbs who made a presentation.

Discussion held.

Direction provided to staff.

- C. Assistant County Executive Officer and County Counsel request approval of and authorization for the Chair to sign the renewal of Employment Contract No. 230200B with David Morrison to continue to serve as the Interim County Executive Officer effective April 18, 2023 for a period of six months or until a permanent County Executive Officer is hired, whichever occurs first. [23-0665](#)

Motion Text: Approve requested action.

Voting Yes: Gregory, Pedroza, Cottrell, and Ramos

Excused: Gallagher

Recusals: None

Result: Passed

Enactment No: A-230200B

Planning, Building and Environmental Services (PBES)

- D. Interim Director of Planning, Building and Environmental Services (PBES) and County Deputy Fire Chief request adoption of a Resolution amending the Napa County Road and Street Standards (RoadStandards) to comply with the adopted State Minimum Fire Safe Regulations, 2021 (State Fire Regulations), relating to ingress and egress in the State Responsibility Area (SRA) and Local Responsibility Area Very High Fire Hazard Severity Zone. [23-0598](#)

Interim Deputy Director of Planning, Building, and Environmental Services Patrick Ryan made presentation.

Three (3) people spoke during public comment.

Discussion held.

Motion Text:	Approve requested actions as amended.
Voting Yes:	Cottrell, Gallagher, Gregory, Pedroza, and Ramos
Recusals:	None
Result:	Passed
Enactment No:	R-2023-59

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

Public Works

A. SET MATTER 9:00 AM

[23-0327](#)

Director of Public Works requests:

1. Introduction and intention to adopt an Ordinance amending Chapter 10.04 of the Napa County Code to establish speed limits by resolution of the Board of Supervisors; and
2. Adoption of a Resolution establishing or changing speed limits on various county roads, as identified below.

Director of Public Works Steven Lederer made presentation.

Deputy County Counsel Thomas Zeleny made presentation.

Public Works Senior Engineer Ahsan Kazmi made presentation.

Discussion held.

Motion Text: Approve requested actions as amended.

Voting Yes: Gregory, Cottrell, Gallagher, Pedroza, and Ramos

Recusals: None

Result: Passed

Enactment No: R-2021-39

Health and Human Services Agency

B. SET MATTER 9:15 AM

[23-0476](#)

Napa County Child Abuse Prevention Council (CAPC) to present an annual report for 2023 on the status of children and families in the community.

Executive Director of Napa County Child Abuse Prevention Council Michele Grupe made presentation.

Deputy Director of Health and Human Services Agency/Child Welfare Services Director Veronica Piper-Jefferson made presentation.

Discussion held.

County Fire Department

C. SET MATTER 9:35 AM

[23-0635](#)

Deputy Fire Chief will provide information on measures taken to prepare for the upcoming fire season and seek Board direction and possible action.

Napa County Fire Chief Jason Martin made presentation.

Cal Fire LNU Unit Chief Michael Marcucci made presentation.

Discussion held.

County Executive Office

D. SET MATTER 1:30 PM

[23-0680](#)

Interim County Executive Officer recommends that the Board of Supervisors direct staff to take the following actions to update the Napa County Strategic Plan:

1. Schedule a series of four Special Meetings to provide opportunities for the Board to discuss actions and priorities regarding the community, environment, economy, and government operations;
2. Engage a moderator to guide the Board in these discussions;
3. Appoint a Department Head committee to review the County Mission, Vision, and Values and make recommendations on any proposed revised language;
4. Conduct public outreach to evaluate the current Strategic Plan and provide input on priorities and actions for the update; and
5. Prepare a draft update to the Strategic Plan, circulate the document for public comment and review, and return to the Board of Supervisors to consider adoption before December 31, 2023.

Interim County Executive Officer David Morrison made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text: Approve requested actions as amended.

Voting Yes: Pedroza, Cottrell, Gallagher, Gregory, and Ramos

Recusals: None

Result: Passed

14. LEGISLATIVE ITEMS

- A. Interim County Executive Officer, on behalf of the Legislative Subcommittee, requests the Board of Supervisors oppose AB 742 by Assemblymember Jackson. [23-0654](#)

Deputy County Executive Officer of Communications Holly Dawson made presentation.

Undersheriff Cullen Dodd made presentation.

Discussion held.

Motion Text: Support the staff recommendation as amended.

Voting Yes: Pedroza, Gregory, Cottrell, Gallagher, and Ramos

Recusals: None

Result: Passed

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Ryan Gregory reported on attending the Rise event put on by Anna Britton and the North Bay Watershed Association meeting.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

None

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

- A. SET MATTER - 8:00 AM [23-0438](#)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Director of Health and Human Services Agency

Closed Session held. No reportable action.

- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [23-0439](#)

Title: Interim County Executive Officer

Closed Session held.

County Counsel Sheryl Bratton reported on the following action: A six-month review.

C. CONFERENCE WITH REAL PROPERTYNEGOTIATOR
(Government Code Section 54956.8)

[23-0681](#)

Property: 3500 Airport Road, Napa, CA 94558

Agency Negotiator: Mark Witsoe, A.A.E., Airport Manager

Negotiating Parties: California Department of General Services

Under Negotiation: Potential lease terms for space at the

Napa County Airport to be used by the California Highway Patrol

Closed Session held.

County Counsel Sheryl Bratton reported on the following action: Direction given to negotiator.

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS SPECIAL MEETING,
MONDAY, MAY 1, 2023 AT 10:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

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

Agenda Date: 5/2/2023

File ID #: 23-0575

TO: Board of Supervisors
FROM: Christine Briceño - Director of Human Resources
REPORT BY: Kevin Lemieux - Staff Services Manager
SUBJECT: Years of Service Award Recognition

RECOMMENDATION

Director of Human Resources to recognize County employees with 25 to 29 years of service.

EXECUTIVE SUMMARY

This presentation is to publicly acknowledge 25 to 29 years of service milestones for County employees.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: N/A

BACKGROUND AND DISCUSSION

This presentation is to publicly acknowledge years of service milestones for County employees. Today's meeting recognizes those with 25 to 29 years of service.

At a previous Board meeting, Human Resources recognized those with 30+ years of service.

At a future Board meeting, Human Resources will recognize those with 20 to 24 years of service.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0620

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Leah Doyle-Stevens, Staff Aide - Board of Supervisors
SUBJECT: Presentation of a Proclamation designating May as Historic Preservation Month

RECOMMENDATION

Presentation of a proclamation to a member of the Napa County Landmarks Board of Directors, recognizing May 2023 as Historic Preservation Month in Napa County.

EXECUTIVE SUMMARY

In 1973, May was designated "Preservation Month" to raise awareness of historic preservation and the continuity it builds between past, present, and future to instill national and community pride, promote heritage tourism and show the social, economic, and environmental benefits of historic preservation.

Napa County Landmarks (NCL), founded in 1974 by John Whitridge, is a non-profit organization that fosters appreciation and preservation of historic buildings, sites, and districts through education programs, public policy, research, and technical assistance.

Throughout the year, NCL creates awareness of historic preservation through events such as the Holiday Home Tour, Annual Preservation Awards, walking tours of historic areas as well as the creation of the Ten Threatened Treasures list of historic places facing neglect and potential demolition.

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.

BACKGROUND AND DISCUSSION

Preservation Month began as National Preservation Week in 1973. In 2005, the National Trust extended the celebration to the entire month of May and declared it Preservation Month to provide an even greater opportunity to celebrate the diverse and unique heritage of our country's cities and states.

The first National Preservation Week was celebrated on May 6-12, 1973. At the annual meeting on October 27, 1972, in Washington, D.C., Donald T. Sheehan, a member of the Trustees Advisory Committee on Membership & Public Relations, proposed the idea of the National Preservation Week as a "means of relating local and state preservation progress to the national effort for the mutual benefits of both." The National Trust chose the second week of May because it coincided with the organization's annual award luncheon, then in its third year.

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Historic Preservation Month - May 2023

WHEREAS, the National Park Service’s Register of Historic Places is authorized by the National Historic Preservation Act of 1966. The National Register program coordinates and supports public and private efforts to identify, evaluate, protect, and adapt for re-use, America’s historic, cultural, and archeological resources; and

WHEREAS, in 1973, May was designated “**Preservation Month**” to raise awareness of historic preservation and the continuity it builds between past, present, and future to instill national and community pride, promote heritage tourism and show the social, economic, and environmental benefits of historic preservation; and

WHEREAS, Napa County is home to irreplaceable historic resources including stone bridges, 19th century wineries, Victorian-era commercial buildings, our Works Progress Administration-era post offices, as well as architect-designed residences; and

WHEREAS, Napa County Landmarks (NCL), founded in 1974 by John Whitridge, is a non-profit organization that fosters appreciation and preservation of historic buildings, sites and districts through education programs, public policy, research, and technical assistance; and

WHEREAS, NCL creates community discussion and preservation of our historic resources to protect and re-use them, create jobs, stabilize property values and preserve existing housing stock; and

WHEREAS, throughout the year, NCL creates awareness of historic preservation through the Holiday Candlelight Tour, Annual Preservation Awards, walking and biking tours of historic areas, as well as the creation of the Ten Threatened Treasures list of endangered historic places facing neglect and potential demolition; and

WHEREAS, NCL provides high school scholarships to seniors to promote youth interest in Napa County history and distributes *A Napa Coloring Book* free to all Napa County third graders; and

WHEREAS, NCL recognizes Napa County preservation through the “Preservationist of the Year” award and “Awards of Merit,” honoring those who restore, rehabilitate or adapt a historic resource for continued use.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 2nd day of May 2023, does hereby proclaim **May 2023** is **Historic Preservation Month** in Napa County. We call on all members of the community to support preservation and Napa County Landmarks’ efforts to preserve the rich history of Napa County.

Belia Ramos, Chair

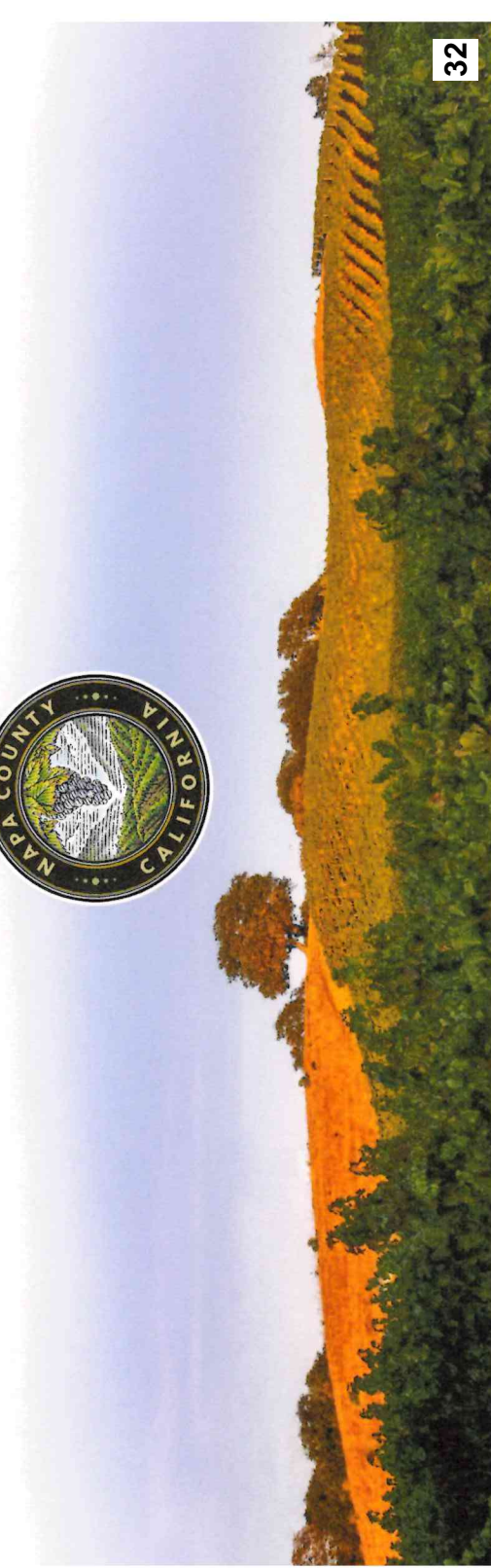
Joelle Gallagher, Vice Chair

Ryan Gregory, District 2

Anne Cottrell, District 3

Alfredo Pedroza, District 4

NAPA COUNTY BOARD OF SUPERVISORS





Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0666

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Ivancie, Staff Services Analyst I
SUBJECT: Presentation of a proclamation declaring May 2023 as Older Americans Month in Napa County

RECOMMENDATION

Presentation of a proclamation to Kris Brown, Deputy Director of Health and Human Services Agency (HHSA) Comprehensive Services for Older Adults (CSOA) and Elaine Clark, Director of Napa/Solano Area Agency on Aging (N/S AAA) declaring May 2023 as "Older Americans Month (OAM)" in Napa County.

EXECUTIVE SUMMARY

This proclamation is being presented as part of the County's participation in OAM and its commitment to promote the importance of enjoying independence for older Americans. OAM is recognized throughout the United States during the month of May. This is a time to acknowledge the contributions and achievements of older Americans, highlight important trends and strengthen our commitment to honor our older community members. This year's theme is "Aging Unbound".

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Healthy, Safe, and Welcoming Place to Live, Work, and Visit

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.

BACKGROUND AND DISCUSSION

Senior Citizens Month, the prelude to OAM, was established in 1963 to acknowledge the contributions and impact that older Americans, past and current, have had on our country, in particular those who defended our country.

Older adults in Napa County, and throughout the Nation, are an increasing population with evolving needs. They are an essential part of our community and entitled to a dignified, independent life free from fears, myths and misconceptions about aging. The increasing number of "baby boomers" reaching traditional retirement age highlights the need for increased support of older adults.

Napa County calls on its community members and interested groups to observe OAM with appropriate ceremonies, events, fairs, and activities that promote awareness of older Americans. With this proclamation, we shine a light on older Americans that are working longer, trying new things, maintaining their independence, and engaging in their communities.

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Older Americans Month – May 2023

WHEREAS, this May we recognize the 58th anniversary of the Older Americans Act with the theme “Aging Unbound,” offering an opportunity to explore diverse aging experiences and fulfillment by paving our own paths as we age; and

WHEREAS, Napa County is home to a growing number of seniors, who contribute their time, wisdom and experience to our community, making it stronger, more informed and better connected; and

WHEREAS, communities benefit when people of all ages, abilities and backgrounds have the opportunity to participate and live independently; and

WHEREAS, Napa County recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

WHEREAS, Napa County can work to build an even better community for our older population by not limiting our thinking about aging, exploring and combating stereotypes and ageism, emphasizing the many positive aspects of aging, inspiring older adults to push past traditional boundaries, and embrace our community’s diversity.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 2nd day of May, 2023, does hereby proclaim **May 2023 is Older Americans Month** in Napa County. We urge all members of our community to celebrate and pay tribute to the seniors who raised and guided us throughout our lives. Let us all contribute to the creation of an inclusive society and accept the challenge of flexible thinking around aging. And lastly, let us renew our commitment to honoring their contributions by giving them the fullest care, support, and respect they deserve.

Belia Ramos, Chair

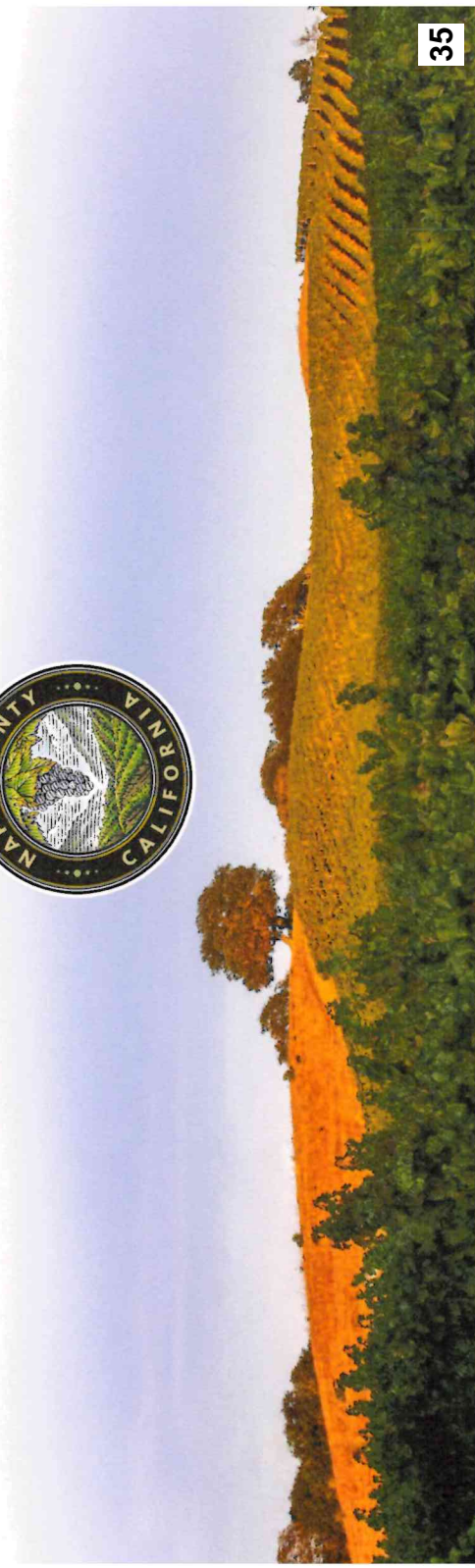
Joelle Gallagher, Vice Chair

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NAPA COUNTY BOARD OF SUPERVISORS





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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0746

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health & Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Presentation of a Proclamation declaring May 2023 as "Mental Health Awareness Month"

RECOMMENDATION

Presentation of a proclamation to the Chair of the Napa County Mental Health Board, Robert Palmer, Vice Chair of the Napa County Mental Health Board, Kristine Haataja, and Deputy Director of HHSA - Behavioral Health, Cassandra Eslami, declaring May 2023 as "Mental Health Awareness Month" in Napa County.

EXECUTIVE SUMMARY

This proclamation is being presented as part of the County's effort to increase public awareness of severe mental illness and to promote greater understanding of those who suffer from mental health problems. Mental Health Awareness Month is recognized throughout the month of May as part of a national movement to raise awareness about mental health.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The mental health and wellbeing of Napa County residents is a critical issue that affects not only quality of life,

but also the health of our communities, families, and economic stability. Mental disorders and mental health challenges affect residents of all backgrounds and all stages of life. One in five adults will experience a mental illness, individually or through a family member, at some point in their life. It is important to recognize that mental illness affects the entire community regardless of race, gender, age, ethnicity, or socioeconomic status. Raising awareness is vital to fighting the stigma associated with mental health challenges.

By proclaiming May 2023 as "Mental Health Awareness Month," the Napa County Board of Supervisors will increase awareness of the importance of mental health in the lives of all community members and eliminate the barriers and stigma associated with mental illness. This awareness demonstrates commitment and support to Napa County residents who have mental illness, as well as their families. This proclamation also promotes hope and encourages those with mental illness to lead fulfilling and productive lives.

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Mental Health Awareness Month – May 2023

WHEREAS, each May we raise awareness about the importance of mental health and its impact on the well-being of all members of the Napa County community, including children, adults, and families; and

WHEREAS, mental health challenges are one of the most common health conditions in California, affecting at least one in five adults and children, impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenges; and

WHEREAS, early identification and treatment can make a difference in the lives of millions of adults and youth who suffer from mental illness, and can lead to recovery; and

WHEREAS, people often face stigma related to mental health challenges and may feel isolated and alone, some go years before receiving help, and thus greater public awareness about mental health can change attitudes and behaviors; and

WHEREAS, it is critical that we create a community in Napa County wherein everyone feels comfortable seeking support and prioritizing their mental health and well-being; and

WHEREAS, a holistic approach that includes prevention, early intervention, and comprehensive services is an effective way to meet the needs of individuals at-risk of, or who have been diagnosed with, a mental illness; and

WHEREAS, we support the shared vision of a community in which anyone affected by mental illness can get the support and care they need to live a fulfilling life; and

WHEREAS, we encourage friends, relatives, neighbors, and all people in our community to learn the signs, support those who are struggling, and assist them in seeking services available.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 2nd day of May 2023, does hereby proclaim **May 2023 is Mental Health Awareness Month** in Napa County. We call upon all members of the community, private businesses, non-profit groups, clubs, and associations, to be an ally for individuals with mental illness and take action to strengthen the mental health of our community. Above all, let us collectively ensure that all children and adults experiencing mental health challenges are treated with the compassion, respect, and understanding they deserve.

Chair, Belia Ramos

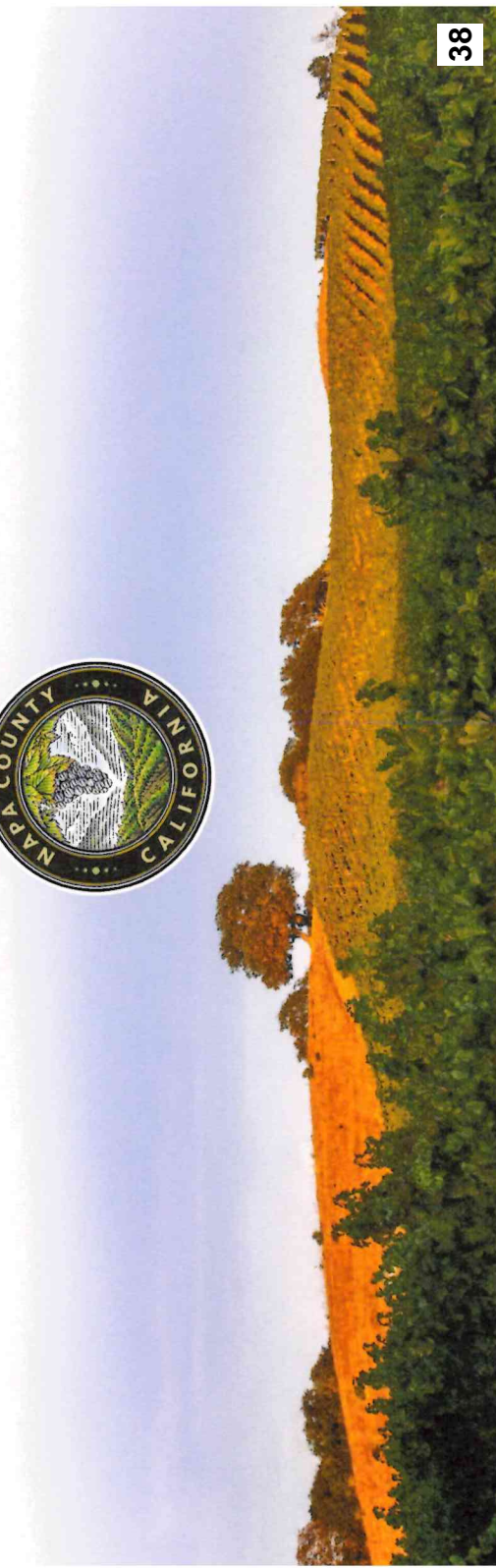
Vice Chair, Joelle Gallagher

Ryan Gregory, District 2

Anne Cottrell, District 3

Alfredo Pedroza, District 4

NAPA COUNTY BOARD OF SUPERVISORS





Napa County

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0718

TO: Board of Supervisors
FROM: Tracy Cleveland - Agricultural Commissioner and Sealer of Weights and Measures
REPORT BY: Jaspreet Faller - Staff Services Analyst
SUBJECT: Approval of Agreement No. 230387B with Kristin Lowell, Inc.

RECOMMENDATION

Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign Agreement No. 230387B with Kristin Lowell, Inc. for a maximum of \$5,800 for the term April 1, 2023 through June 30, 2023 for civil engineering services for the Napa County Winegrape Pest and Disease Control District to develop the per acre assessment for Fiscal Year 2023-2024.

EXECUTIVE SUMMARY

Approval of the recommended action will authorize Kristin Lowell, Inc. to prepare the Engineer's Report for the Napa County Winegrape Pest and Disease Control District for Fiscal Year 2023-2024 for purposes of determining the per acre assessment for owners of qualifying planted vineyard acreage. The revenue received from payment of the assessment is used to fund district activities related to the Glassy-winged Sharpshooter/Pierce's Disease and Vine Mealybug programs, Enhanced Detection trapping/research, including plant shipment inspections, pest management, and education and outreach.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The Engineer's Report will be paid from assessments collected during FY2023-2024.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	There is no fiscal impact beyond this fiscal year.

Consequences if not approved:	Without the Engineer's Report, it will not be possible to identify property parcels subject to the assessment and the Assessor's tax roll will not include the assessment. As a result, assessment revenues would not be collected, and the District would not be able to contribute to the funding of the various programs that are essential to keeping the County free of invasive pests.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This action is a covered activity under the adopted Negative Declaration that was prepared for the formation of the District.

BACKGROUND AND DISCUSSION

In August 2002, the Board of Supervisors approved and levied assessments for the Napa County Winegrape Pest and Disease Control District (NCWPDCD) pursuant to Proposition 218. Each year thereafter, pursuant to Government Code section 6296.3, the Board of Supervisors "shall cause to be prepared and filed with the Clerk of the Board of Supervisors as a written report" that contains among other things, a description of each parcel of property subject to the assessment and the amount of the assessment of each parcel. The document containing this information is called the "Engineer's Report".

The professional services agreement (PSA) with Kristin Lowell, Inc. (KLI) provides that KLI will prepare the Engineer's Report, assist the County in updating its database of existing planted vineyard acreage within the district area, and calculate the assessments for FY2023-2024. The assessments will then be submitted to the Auditor-Controller's office in a timely manner so that they may be included on the property tax bills. Assessment revenues collected during FY2023-2024 will be used to pay for the cost of the Engineer's Report. Payment for preparation will of the Engineer's Report will be made directly from the agency fund established specifically for the NCWPDCD.

Kristin Lowell Inc. is not a local vendor and has been selected because of its unique and specialized knowledge of the assessment area.

NAPA COUNTY AGREEMENT NO. 230387B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of April, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and KRISTIN LOWELL, INC., a California corporation", whose mailing [or business] address is 1420 E. Roseville Parkway, #140-342, Roseville, CA 95661, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to prepare the Engineer's Report for the levy of assessments pertaining to the Napa County Winegrape Pest and Disease Control District for the FY 2023-2024; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto, and incorporated by reference herein.

3. **Compensation.**

(a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) **Expenses.** No travel or other expenses will be reimbursed by COUNTY

(c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800) for professional services per fiscal year; provided, however, that such amounts shall not be construed as

guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Agricultural Commissioner who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Agricultural Commissioner upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. Specific Performance. It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Agricultural Commissioner prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a

personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

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

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and

employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the

source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

COUNTY

Agricultural Commissioner
County of Napa
1710 Soscol Ave., Ste 3
Napa, CA 94559

CONTRACTOR

Kristin Lowell, Inc.
1420 E. Roseville Pkwy. #140-342
Roseville, CA 95661

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Agricultural Commissioner. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Agricultural Commissioner.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

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

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

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government

Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. [RESERVED]

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would

conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

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

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

26. **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.

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

///

28. Special Terms and Conditions. [RESERVED]

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

KRISTIN LOWELL, INC.

DocuSigned by:
By Kristin Lowell
4C8EF15535AD4E5...
KRISTIN LOWELL, President and Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i> County Counsel</p> <p>Date: April 10, 2023 Doc. No. 89342</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

1. Assist the County in updating their database of existing planted vineyard acreage within the District area.
2. Calculate each parcel’s assessment. The assessment for each parcel is in direct relationship to the benefit each parcel receives from the pest prevention services. The relative responsibility will be based on the benefit nexus between the amount of special benefit each parcel receives from the services relative to the amount of benefit all the other parcels receive from the services.
3. Prepare the Winegrape Pest and Disease Control District FY2023-2024 Engineer’s Report.
4. Submit the assessments to the County Auditor’s office for them to include the assessments on the property tax bills.
5. Attend meetings as needed.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B”**COMPENSATION**

ACTIVITY	K. Lowell Hours	K. Lowell \$100.00
Task 1 Update Property Database	16	\$1,600.00
Task 2 Calculate Assessments	12	\$1,200.00
Task 3 Prepare Engineer's Report	16	\$1,600.00
Task 4 Submit Assessment Roll	10	\$1,000.00
Task 5 Attend Meetings	4	\$400.00
PROJECT TOTALS:		
Hours	58.0	
Project cost		\$5,800.00

EXHIBIT “C”

[illegible]



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0689

TO: Board of Supervisors
FROM: Tracy Schulze, Auditor-Controller
REPORT BY: Paul Phangureh, Internal Audit Manager
SUBJECT: Proximity Workforce Housing Assistance Program Compliance Review

RECOMMENDATION

Auditor-Controller requests the acceptance of the internal audit compliance review of the Proximity Workforce Housing Assistance Program for the period of January 1, 2022 to December 31, 2022.

EXECUTIVE SUMMARY

The objectives of this compliance review were to determine whether loan recipients from the Program qualify to receive the Program loan and whether certain other requirements of the Program are being met in accordance with the Napa County Proximity Housing Assistance Guidelines (Guidelines) as revised and approved by the Board of Supervisors on April 19, 2022. Based on our review, we believe that overall loan recipients from the Program qualified to receive the Program loan, and certain other requirements of the Program are being met in accordance with the Guidelines.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

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.

BACKGROUND AND DISCUSSION

The Housing and Homeless Services Division of the County Executive Office provides oversight and administration over the Proximity Workforce Housing Assistance Program (Program). The purpose of the Program is to assist low- and moderate-income households to purchase a home close to their place of work. The Program is intended to strengthen the jobs-to-housing nexus for members of the Proximity Workforce by increasing housing opportunities that are affordable and reducing displacement of those members who may otherwise choose to purchase homes outside of the County due to lower home prices.

Following Board of Supervisor approval of the Guidelines on April 19, 2022, the Program now provides down payment assistance of up to 16.5% of the purchase price (prior was 10%) in the form of a homebuyers' assistance loan for qualified buyers toward an eligible property. For the period of January 1, 2022 to December 31, 2022, there were three (3) loans that closed and total funds awarded were \$342,704.

County of Napa

Auditor-Controller

Internal Audit Report

Housing and Homeless Services Division
Compliance Review
Proximity Workforce Housing Assistance Program

For the Period: January 1, 2022 – December 31, 2022

Report Date: March 30, 2023



A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze, CPA
Auditor-Controller

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Engagement Team

Paul Phangureh, CPA, CIA, CGAP	Internal Audit Manager
Susan MacDonald	Staff Auditor



A Tradition of Stewardship
A Commitment to Service

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Tracy A. Schulze
Auditor-Controller

March 30, 2023

To the Board of Supervisors
Napa County, CA

Executive Summary

The Internal Audit section of the Napa County Auditor-Controller's Office has completed a compliance review over Napa County Housing and Homeless Services Proximity Workforce Housing Assistance Program (Program) for the period of January 1, 2022 to December 31, 2022.

We conducted our procedures in conformance with the *International Standards for the Professional Practice of Internal Auditing (Standards)* established by the Institute of Internal Auditors. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

The objectives of this compliance review were to determine whether loan recipients from the Program qualify to receive the Program loan and whether certain other requirements of the Program are being met in accordance with the Napa County Proximity Housing Assistance Guidelines (Guidelines) as revised and approved by the Board of Supervisors on April 19, 2022.

Based on our review, we believe that overall loan recipients from the Program qualified to receive the Program loan, and certain other requirements of the Program are being met in accordance with the Guidelines. However, we did note opportunities to improve the Program. This report noted one exception in the Procedure/Results section and further discusses the exception in the Conclusion section. We also discuss the results of management's corrective action plans to prior observations.

This report is a matter of public record and is intended solely for the information and use of the Director of Housing and Homeless Services, County Executive Officer, and the Board of Supervisors. I want to thank the internal audit team and Housing and Homeless Services' staff for their expertise and professionalism in conducting this engagement.

Sincerely,


Tracy A. Schulze, CPA
Auditor-Controller

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Background

The Housing and Homeless Services Division of the County Executive Office provides oversight and administration over the Proximity Workforce Housing Assistance Program (Program). The purpose of the Program is to assist low- and moderate-income households to purchase a home close to their place of work. The Program is intended to strengthen the jobs-to-housing nexus for members of the Proximity Workforce by increasing housing opportunities that are affordable and reducing displacement of those members who may otherwise choose to purchase homes outside of the County due to lower home prices.

Following Board of Supervisor approval of the Guidelines on April 19, 2022, the Program now provides down payment assistance of up to 16.5% of the purchase price (prior was 10%) in the form of a homebuyers' assistance loan for qualified buyers toward an eligible property. For the period of January 1, 2022 to December 31, 2022, there were three (3) loans that closed and total funds awarded were \$342,704.

To be eligible for the Program:

- At least one person in the household must work in Napa County,
- The total household income must not exceed 120% of Napa County's Median Income for the household size (refer to the Household Income Limit table below),
- The purchase price of the home must not exceed 110% of the Median Home Price in the Jurisdiction (city/town),
- The home must be located in Napa County and within 20 road miles to the applicant's place of work, and
- The unit must be occupied as the Owner's Primary Residence

The Household Income Limit is updated each year by the California Department of Housing and Community Development (HUD) for each county. The Director of the Program uses this information to establish the thresholds for income for all loan applications where the total household income must not exceed 120% of the median income stated in the table.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Background (continued)

2022 Maximum Total Gross Household Income Limit for Napa County			
Household Size	Low Income (80%)	Median Income (100%)	Max Income (120%)
1	\$70,550	\$83,600	\$99,100
2	\$80,600	\$95,500	\$113,200
3	\$90,700	\$107,500	\$127,400
4	\$100,750	\$119,400	\$141,500
5	\$108,850	\$129,000	\$152,900
6	\$116,900	\$138,500	\$164,100
7	\$124,950	\$148,100	\$175,500
8	\$133,000	\$157,600	\$186,800

Each June, the Program Director issues a memo to establish the threshold for the maximum amount that will be provided for down payment assistance based on the current market median home price in each jurisdiction.

The following establishes the maximum purchase price and maximum loan amount for calendar year 2022:

Jurisdiction	Median Home Price*	Maximum Purchase Price (110% of Median)	Maximum Loan Amount from Program
American Canyon	\$714,327	\$785,759	\$129,650
Calistoga	\$895,000	\$984,500	\$162,442
Napa	\$813,311	\$894,642	\$147,615
St. Helena	\$895,000	\$984,500	\$162,442
Yountville	\$895,000	\$984,500	\$162,442

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Objectives and Scope

The *objectives* of this compliance review were to determine whether:

- 1) Program loan recipients were qualified to receive the Program loan per the Program Guidelines, and whether
- 2) Certain other requirements of the Program are being met in accordance with the Program Guidelines

The *scope* included a review of the Program's records for the period January 1, 2022 to December 31, 2022. Our review focused on loan applications accepted and funded under the Guidelines approved by the Board of Supervisors on April 19, 2022.

We also conducted a follow-up review of the observations, recommendations, and management's responses (corrective action plans) noted in our last report issued on March 2, 2022.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Procedures and Results

We reviewed the Guidelines, as approved by the Board on April 19, 2022, and discussed with Housing and Homeless Services staff the changes to the Program revised Guidelines and administration of the Program. We then performed the procedures listed below to accomplish our objectives.

1. *Procedure:* Obtain a detailed listing of all loan receipts of the Program, including loan amount. Verify the completeness of this listing by comparing the total amount loaned per the detail to the amount distributed per the general ledger records.

Results: No exceptions noted.

2. *Procedure:* Review each of the three (3) loans funded and perform the following:
 - a. Ensure the maximum purchase price of the home did not exceed 110% of the median price of homes in the same jurisdiction (*Guidelines, Section 201 – Proximity Housing Assistance*):

Results: No exceptions noted.

- b. Ensure the first mortgage, excluding closing costs and insurance, did not exceed 80% of the value of the purchased home (*Guidelines, Section 201 – Proximity Housing Assistance*):

Results: One exception noted. For Applicant #2, the first mortgage was 81.4% of the value of the purchased home, which exceeded the maximum 80% loan-to-value ratio. The loan was based on the *appraised* loan-to-value ratio of 80% rather than the *purchase price*. This reduced the minimum down payment required by the applicant from 3.50% to 2.10%.

This exception is further discussed in the Conclusion Section under ‘Unapproved Change to the Guidelines’.

- c. Ensure total down payment contributed by the applicant, including gifts, did not exceed 16.5% of the purchase price (*Guidelines, Section 201 – Proximity Housing Assistance*):

Results: No exceptions noted.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Procedures and Results (continued)

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

Results: No exception noted.

- e. Review executed Second Mortgage Agreement and ensure the provisions for maintenance, insurance, and refinancing are included (*Guidelines, Section 404 – Other*):

Results: No exceptions noted.

- f. Ensure the property purchased is located within a 20-mile radius of the place of employment of the Proximity Workforce Member of the household (*Guidelines, Section 201 – Proximity Housing Assistance*):

Results: No exception noted.

- g. Verify recipient had at least one member of their household certified as a member of the Proximity Workforce at the time of execution of the purchase (*Guidelines, Section 301 – Qualification to Receive Proximity Housing Assistance*):

Results: No exceptions noted.

- h. Verify the owner's gross household income does not exceed 120% of the area median income (*Guidelines, Section 301 – Qualification to Receive Proximity Housing Assistance*):

Results: No exceptions noted.

- i. Verify the Internal Revenue Service Form 1040 Individual Income Tax Return and Most Recent Paystubs were obtained (*Guidelines, Section 302 – Employment/Income Verification Procedures*):

Results: No exceptions noted.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Procedures and Results (continued)

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

Results: No variances filed.

- k. Review grievances, if any, filed with the Board of Supervisors by applicants to appeal determinations made by County staff and the outcome from the Board's review (*Guidelines, Section 502 – Grievance Procedures*):

Results: No grievances filed.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Conclusion

We obtained and reviewed the Program's records to determine whether the administration of the Proximity Workforce Housing Assistance Program is following the revised Guidelines. Based on our review, we believe that overall loan recipients from the Program qualified to receive the Program loans and certain other requirements of the Program are being met in accordance with the Guidelines. However, we did find one deviation from the Guidelines and noted it as an exception in the Procedure/Result section and further discuss the exception below:

1. Unapproved Change to the Guidelines

Observation

On April 19, 2022, the Board of Supervisors approved the Guidelines to increase the down payment assistance from a maximum of 10% to a maximum of 16.5% (Resolution 2022-56). Those revisions, however, did not increase the first mortgage loan-to-value ratio of 80%. The Guidelines currently being followed were edited, without Board approval, to increase the first mortgage loan-to-value ratio to 82%. The unapproved Guidelines are also posted on the County's website.

Recommendation

We recommend that the Program Director review the loan-to-value threshold requirement of 80% for the first mortgage. If changes are deemed necessary, we recommend the Program Director amend Resolution 2022-56 and obtain Board of Supervisor approval and post the Board approved Guidelines on County's website.

Management's Response

On April 19, 2022, the Board of Supervisors discussed and approved guidelines to increase the maximum down payment assistance to 16.5% and allow the 3.5% required homeowner contribution to include up to 2% of closing costs. The redline and clean version of the guidelines included at that time included a type-o showing the related maximum first mortgage amount at 80% rather than 82%. The type-o was corrected when discovered and included on the County website. Staff will amend Resolution 2022-56 and obtain Board of Supervisor approval addressing the correction.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Prior Observations

1. File Retention

Observation

Based on our review, the Program would benefit from changes to current process for file retention. At some point, the Program administration, without adherence to the County Records Retention Schedule, shredded paper documents in the loan file with the intention of retaining them electronically.

Recommendation

We recommend that paper files be retained in a secured and locked cabinet for the minimum of current year plus two years as stated in the County Records Retention Schedule for Contracts and Agreements. In addition, a standardized procedure should be formalized for electronic retention of all files, including those that are paid off.

Management Response

Staff agree with the recommendation to revise current processes for file retention to ensure paper files are retained in a secure and locked cabinet for a minimum of three years and standardizing procedures for electronic retention of all files, including those that are paid off. Staff have secured a contract with Neighborly Software to provide a hosted software solution for the enrollment/application, qualification confirmation, administration, and reporting for the Proximity Workforce Housing Assistance Loan Program for this exact purpose. This hosted solution will be implemented in fiscal year 2022-23.

Management's Correction Action Plan – Status

During our review, we found that management implemented Neighborly software, which provides a central and secure location for the collection and retention of all documents.

Internal audit now considers this observation closed.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Prior Observations (continued)

2. Documentation

Observations

Based on our review, the Program would benefit from changes to current process for documentation. The Program has had a turnover in personnel administering the program, which has produced inconsistencies in file documentation. As we discovered when requesting applicant files, there were documents missing, blank, or unsigned. There was also inconsistency in naming the documents and the type of documents saved.

Recommendations

We recommended that a required checklist including sign offs be developed and used to ensure all required documents are retained for each applicant file.

Management Response

Program staff do have a checklist, which is provided to all applicants at the time of inquiry and used to ensure receipt of all required documents prior to application processing and/or loan approval. Staff agree with the recommendation to have a subsequent use/reference to the checklist to ensure all documents submitted are retained in both the paper and electronic file locations prior to loan funding.

Management Response - Correction Action Plan (Follow Up)

The cloud-based portal system includes the required document checklist, and staff utilize the online "task" feature to assign required document submission at the appropriate step in application review and approval. Applications with missing documentation are unable to proceed through the application portal flow by design. All documents submitted are retained only in electronic file locations prior to loan funding. All executed loan documents are retained in both paper and electronic file locations post loan funding.

Internal audit now considers this observation closed.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Prior Observations (continued)

3. Minimum Down Payment of 3.5%

Observation

We noted that approval letters issued by Napa County specify that a minimum down payment of 3.5% be provided by the applicant. However, this requirement is not stated anywhere in the Guidelines.

Recommendation

We recommend that the Program administration specify the 3.5% minimum down payment requirement by the applicant be included in the Guidelines.

Management Response

Staff agree there is an opportunity to update the existing Guidelines to further clarify key aspects of the loan program and its requirements, including clarifying the minimum down-payment amount required of the applicant. At present, the Guidelines establish a maximum loan-to-value of 86.5%, and maximum Program assistance amount of 10%, but do not expressly state the remaining 3.5% is the down-payment amount required by the applicant. At this time, the Board of Supervisors has directed staff to consider multiple revisions and expansions to the Program, and the existing Guidelines are under review with staff and County Counsel. This and other recommendations will be included in the final version of the updated Guidelines.

Management Response - Correction Action Plan (Follow Up)

Clarifying language regarding buyer contribution requirement of at least 3.5% of the total transaction, including closing costs not to exceed 2% of the total transaction, will be included in the final version of the updated Guidelines.

Internal audit's observation remains open pending the issuance of the final version of the Board approved updated Guidelines.

Compliance Review
Proximity Workforce Housing Assistance Program (Program)
For the Period of January 1, 2022 - December 31, 2022

Prior Observations (continued)

4. Third Party Loans

Observation

Program administrators do not take into consideration applicant's third-party loans when evaluating their Program loan application. For example, four applicants qualified for the City of Napa Housing Assistance Program for up to \$150,000 or 30% of the purchase price, and a 1% interest rate with no payments due for 30 years unless the house is resold. For one applicant, the additional assistance made it possible for them to put down more than 10%. For the other three applicants, they were able to put down less than the 3.5% minimum down as required by the approval letters.

Recommendation

We recommend that these third-party loans be addressed in the Guidelines as they can cause exceptions to certain requirements in the Guidelines and the approval letters.

Management Response

Staff agree with this recommendation. At this time, the Board of Supervisors has directed staff to consider multiple revisions and expansions to the program, and the existing Guidelines are under review with staff and County Counsel. This and other recommendations will be included in the final version of the updated Guidelines.

Management's Correction Action Plan – Status

During our review, we noted that the Guidelines under Section 201.6 includes the following language: "Other first time homebuyer programs are acceptable to be used in addition to the Napa County Proximity Housing Assistance Program so long as Napa County maintains the second lien and is not subordinate to another program."

Internal audit now considers this observation closed.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0696

TO: Board of Supervisors
FROM: Sheryl Bratton, County Counsel
REPORT BY: Thomas Zeleny, Chief Deputy County Counsel
SUBJECT: Adoption of an Ordinance Allowing Speed Limits to be Established by Resolution.

RECOMMENDATION

County Counsel requests adoption of an Ordinance amending Chapter 10.04 of the Napa County Code to allow the Board of Supervisors to establish speed limits by resolution.

EXECUTIVE SUMMARY

On April 18, 2023, the Board of Supervisors introduced an Ordinance amending Chapter 10.04 of the Napa County Code to establish speed limits by resolution of the Board of Supervisors. The Board unanimously passed a motion of intent to adopt the proposed ordinance. This consent calendar item requests that the Board take final action adopting the ordinance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Will allow all speed limits to be passed by resolution of the Board, consistent with current practice.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Some speed limits will remain in the Napa County Code, while other do not, having been approved by resolution.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Adoption of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Local agencies may establish speed limits by ordinance or resolution. Napa County has done both, with some speed limits appearing in Chapter 10.04 of the Napa County Code while others do not, having been approved by resolution. The purpose of the proposed ordinance is to remove the remaining speed limits from Chapter 10.04, allowing them to be re-adopted by resolution. In its place, the proposed ordinance will insert language reflecting the Vehicle Code's grant of authority to local agencies to establish speed limits by resolution, based on engineering and traffic surveys unless otherwise authorized by the Vehicle Code. The speed limits being removed by Chapter 10.04 will be readopted by the resolution approved by the Board on April 18, 2023, becoming effective on the effective date of this ordinance.

Board of Supervisors Action

The Board of Supervisors previously considered this proposed ordinance at the Board meeting of April 18, 2023. After discussion, the Board unanimously passed a motion of intent to adopt the ordinance. The ordinance has now returned to the Board for formal adoption.

Attached for reference is the final version of the Ordinance.

Recommendation

Staff and County Counsel recommend adoption of the Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING CHAPTER 10.04 OF THE NAPA
COUNTY CODE TO ALLOW SPEED LIMITS TO BE ESTABLISHED
BY RESOLUTION**

WHEREAS, the California Vehicle Code regulates vehicles and traffic uniformly throughout California pursuant to Vehicle Code Section 21, prohibiting counties and cities from enacting laws regarding matters covered by the Vehicle Code unless specifically authorized by State law; and

WHEREAS, Chapter 7 of Division 11 of the Vehicle Code establishes prima facie (default) speed limits applicable to various types or locations of roadways, but authorizes local agencies to establish different speed limits, in five mile-per-hour increments, at whichever speed limits are found most appropriate to facilitate the orderly movement of traffic and are reasonable and safe, and which are supported by engineering and traffic surveys (with some exceptions); and

WHEREAS, local agencies may “determine and declare” speed limits by ordinance or resolution, pursuant to Vehicle Code Section 32, and Vehicle Code Sections 22357 through 22360; and

WHEREAS, some speed limits in Napa County have been adopted by ordinance, codified in Chapter 10.04 of the Napa County Code, while other speed limits have been adopted by resolution; and

WHEREAS, for consistency, and to streamline the process for adopting speed limits, the Board of Supervisors desires to have all speed limits adopted by resolution; and

WHEREAS, Napa County recently completed a comprehensive Engineering and Traffic

Survey, and is prepared to present speed limits for County roads for adoption by resolution;

NOW, THEREFORE, the Napa County Board of Supervisors, State of California,
ordains as follows:

SECTION 1. Chapter 10.04 (Speed Limits) of Title 10 (Vehicles and Traffic) of the
Napa County Code is amended to read in full as follows:

10.04.010 – Definitions.

For purposes of this chapter, “prima facie speed limits” means the default speed limits for streets and highways as set forth in Chapter 7 of Division 11 of the California Vehicle Code.

10.04.020 – Increase of prima facie speed limits.

The Board of Supervisors may determine and declare speed limits higher than the prima facie speed limits for any particular county road or roadway segment if the Board of Supervisors determines by resolution that a speed greater than the prima facie speed limit is most appropriate to facilitate the orderly movement of vehicular traffic and is reasonable and safe.

10.04.030 – Decrease of prima facie speed limits.

The Board of Supervisors may determine and declare speed limits lower than the prima facie speed limits for any particular county road or roadway segment if the Board of Supervisors determines by resolution that the prima facie speed limit is more than is reasonable or safe, and that a lower speed is most appropriate to facilitate the orderly movement of traffic, and is reasonable and safe.

10.04.040 – Engineering and traffic surveys.

A speed limit established pursuant to this chapter shall be determined upon the basis of an engineering and traffic survey unless:

- A. An engineering and traffic survey is not required by the Vehicle Code; or
- B. A deviation from the speed limit determined by an engineering and traffic survey is authorized by the Vehicle Code.

10.04.050 – Signs.

The county roads commissioner is authorized to post speed limit signs whenever the Board of Supervisors adopts new or changed speed limits.

SECTION 2. This Ordinance shall not affect the validity or enforceability of speed limits established by the Board of Supervisors prior to the effective date of this Ordinance.

SECTION 3. The Board of Supervisors finds that adoption of this Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 5. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 6. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2023, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2023, by the following vote:

AYES: SUPERVISORS _____

 NOES: SUPERVISORS _____

 ABSTAIN: SUPERVISORS _____

 ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

 BELIA RAMOS, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel By: <u>Meredith Trueblood</u> Code Services Date: <u>February 17, 2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
 NEHA HOSKINS, CLERK OF THE BOARD

Additions are underlined.
Deletions are ~~struck through~~.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING CHAPTER 10.04 OF THE NAPA
COUNTY CODE TO ALLOW SPEED LIMITS TO BE ESTABLISHED
BY RESOLUTION**

WHEREAS, the California Vehicle Code regulates vehicles and traffic uniformly throughout California pursuant to Vehicle Code Section 21, prohibiting counties and cities from enacting laws regarding matters covered by the Vehicle Code unless specifically authorized by State law; and

WHEREAS, Chapter 7 of Division 11 of the Vehicle Code establishes prima facie (default) speed limits applicable to various types or locations of roadways, but authorizes local agencies to establish different speed limits, in five mile-per-hour increments, at whichever speed limits are found most appropriate to facilitate the orderly movement of traffic and are reasonable and safe, and which are supported by engineering and traffic surveys (with some exceptions); and

WHEREAS, local agencies may “determine and declare” speed limits by ordinance or resolution, pursuant to Vehicle Code Section 32, and Vehicle Code Sections 22357 through 22360; and

WHEREAS, some speed limits in Napa County have been adopted by ordinance, codified in Chapter 10.04 of the Napa County Code, while other speed limits have been adopted by resolution; and

WHEREAS, for consistency, and to streamline the process for adopting speed limits, the Board of Supervisors desires to have all speed limits adopted by resolution; and

WHEREAS, Napa County recently completed a comprehensive Engineering and Traffic Study, and is prepared to present speed limits for County roads for adoption by resolution;

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Chapter 10.04 (Speed Limits) of Title 10 (Vehicles and Traffic) of the Napa County Code is amended to read in full as follows:

10.04.010 – ~~Federal, state and county limits.~~ Definitions.

~~The federal government, in order to promote the conservation of energy and the promotion of highway safety, has set a maximum highway speed limit of fifty five miles per hour. The state has adopted the fifty five mile per hour speed limit, and the board determines that fifty five miles per hour is more than is reasonable or safe upon the portions of roads designated in this chapter, and determines and declares that the prima facie speed limits hereinafter specified are the most appropriate to facilitate the orderly movement of traffic, and are reasonable and safe. For purposes of this chapter, “prima facie speed limits” means the default speed limits for streets and highways as set forth in Chapter 7 of Division 11 of the California Vehicle Code.~~

10.04.020 – ~~Provisions effective when signs posted.~~ Increase of prima facie speed limits.

~~The provisions of this chapter shall be effective upon the erection of appropriate signs giving notice of reduced speed limits on the designated portions of roads. The Board of Supervisors may determine and declare speed limits higher than the prima facie speed limits for any particular county road or roadway segment if the Board of Supervisors determines by resolution that a speed greater than the prima facie speed limit is most appropriate to facilitate the orderly movement of vehicular traffic and is reasonable and safe.~~

10.04.030 – ~~[Reserved]~~ Decrease of prima facie speed limits.

~~The Board of Supervisors may determine and declare speed limits lower than the prima facie speed limits for any particular county road or roadway segment if the Board of Supervisors determines by resolution that the prima facie speed limit is more than is reasonable or safe, and that a lower speed is most appropriate to facilitate the orderly movement of traffic, and is reasonable and safe.~~

10.04.040 – ~~Twenty-five miles per hour.~~ Engineering and traffic surveys.

- ~~A. El Centro Avenue.~~
 - ~~1. From By Way East, easterly approximately six hundred feet to the city limits of the city of Napa;~~
 - ~~2. Between those city limits of the city of Napa situated approximately six hundred feet and one thousand one hundred fifty feet west of Freeman Drive;~~
 - ~~3. From Freeman Drive to the city limits of the city of Napa situated approximately four hundred feet west of Solomon Avenue.~~
- ~~B. College Avenue, between a point seventeen hundred feet westerly of Howell Mountain Road and White Cottage Road.~~
- ~~C. Howell Mountain Road, from two hundred feet southerly of the private road known as Angwin Avenue to two hundred feet northerly of College Avenue.~~
- ~~D. Bell Lane, from Jerome Way to Monticello Road.~~
- ~~E. Cold Springs Road, from Howell Mountain Road to 0.2 miles easterly.~~
- ~~F. Petrified Forest Road from the Sonoma County line (post mile 0.00) to just east of the Franz Valley Road intersection (post mile 1.5), for trucks only.~~
- ~~G. Meadowood Lane from Howell Mountain Road to the end.~~

A speed limit established pursuant to this chapter shall be determined upon the basis of an engineering and traffic survey unless:

- A. An engineering and traffic survey is not required by the Vehicle Code; or
- B. A deviation from the speed limit determined by an engineering and traffic survey is authorized by the Vehicle Code.

10.04.050 – Thirty miles per hour. Signs.

- ~~A. Redwood Road between the city limits of the city of Napa, situated approximately four hundred feet west of West Pueblo Avenue and the city limits of the city of Napa situated approximately five hundred feet east of Browns Valley Road.~~
- ~~B. Penny Lane from East Imola Avenue northerly to the end.~~
- ~~C. East Third Avenue from Third Avenue to the easterly end.~~
- ~~D. Kirkland Avenue from East Third Avenue to the northerly end.~~

The county roads commissioner is authorized to post speed limit signs whenever the Board of Supervisors adopts new or changed speed limits.

~~10.04.060 – Thirty-five miles per hour.~~

- ~~A. El Centro Avenue, between Big Ranch Road and the city limits of the city of Napa situated approximately one hundred feet east of Solomon Avenue.~~
- ~~B. Sanitarium Road, from Deer Park Road southerly to Glass Mountain Road.~~
- ~~C. College Avenue, between Howell Mountain Road and seventeen hundred feet westerly thereof.~~
- ~~D. Howell Mountain Road from two hundred feet southerly of Cold Springs Road to Clark Way.~~

~~E. Hagen Road.~~

~~1. Thirty five miles per hour from Mile Post 0.00 (Napa city limits) to Mile Post 0.15;~~

~~2. Thirty five miles per hour from Mile Post 0.53 to Mile Post 1.59 (Third Avenue).~~

~~F. Third Avenue, thirty five miles per hour from Mile Post 2.48 to Mile Post 2.50 (Hagen Road).~~

~~G. Vichy Avenue, thirty five miles per hour from La Grande Avenue to Hagen Road.~~

~~H. Cold Springs Road, from 0.2 miles easterly of Howell Mountain Road to 0.9 miles easterly.~~

~~I. Darms Lane, from Solano Avenue to end.~~

~~J. Inglewood Avenue, from State Highway 29 to end.~~

~~K. Petrified Forest Road from two hundred feet easterly of Franz Valley Road to the Calistoga city limit.~~

~~L. McKinley Road from Atlas Peak Road to end.~~

~~M. Estee Avenue from McKinley Road to Hardman Avenue.~~

~~N. Hedgeside Avenue from State Highway 121 to McKinley Road.~~

~~O. Thompson Avenue from Congress Valley Road to Napa city limit.~~

~~P. Buchli Station Road from Las Amigas Road to 0.50 miles south of the intersection of Las Amigas Road.~~

~~Q. State Lane from Yountville Cross Road to the northerly end.~~

10.04.070—Forty miles per hour.

~~A. Third Avenue from Coombsville Road to Barrow Lane.~~

~~B. North Avenue from First Avenue to Third Avenue.~~

~~C. East Third Avenue, from Third Avenue to end.~~

~~D. First Avenue, between Coombsville Road and Hagen Road.~~

~~E. Fourth Avenue, from Coombsville Road to Imola Avenue.~~

~~F. Coombsville Road/Wild Horse Valley Road from Napa city limit to Shady Brook Lane.~~

~~G. Imola Avenue, between Penny Lane and Fourth Avenue.~~

~~H. Hardman Avenue, between Silverado Trail and Atlas Peak Road.~~

~~I. Deer Park Road from State Highway 2 to Howell Mountain Road.~~

~~J. Lodi Lane, from State Highway 29 to Silverado Trail.~~

~~K. Second Avenue, between its intersections with North Avenue and Coombsville Road.~~

~~L. Congress Valley Road from Old Sonoma Road to Buhman Avenue.~~

~~M. Salvador Avenue from Napa city limit to Big Ranch Road.~~

~~N. White Cottage Road from Deer Park Road to College Avenue.~~

~~O. Soda Canyon Road from Silverado Trail to one mile east of Silverado Trail.~~

~~P. Berryessa Knoxville Road from 0.75 miles south of Mulford Drive to 0.50 miles north of Spanish Flat Loop Road.~~

10.04.080—Forty five miles per hour.

~~A. Airport Boulevard from State Highway 29 to end.~~

- ~~B. Howell Mountain Road, from Deer Park Road to two hundred feet southerly of Cold Springs Road to two hundred feet southerly of Cold Springs Road.~~
- ~~C. Buhman Avenue from Congress Valley Road to Napa city limit.~~
- ~~D. Silverado Trail from Calistoga city limit to State Highway 29.~~
- ~~E. Berryessa Knoxville Road from State Highway 128 to 0.75 miles south of Mulford Drive and from 0.50 miles north of Spanish Flat Loop Road to Pope Canyon Road.~~
- ~~F. Atlas Peak Road, between Monticello Road and Hardman Avenue.~~
- ~~G. Dunaweal Lane from Silverado Trail in State Highway 29.~~
- ~~H. Trancas Street, between Soscol Avenue and the Silverado Trail.~~
- ~~I. Silverado Trail, between Trancas Street and State Route 121.~~
- ~~J. Hagen Road, between Mile Post 0.15 and Mile Post 0.53.~~
- ~~K. Milton Road, from post mile marker 01.82 to post mile 02.84 at the intersection of Las Amigas Road.~~
- ~~L. Deer Park Road from Silverado Trail to Howell Mountain Road.~~
- ~~M. Coombsville and Wild Horse Valley Roads, from Fourth Avenue to Shady Brook Lane, both directions.~~
- ~~N. Soda Canyon Road, from 0.2 miles easterly of Silverado Trail to 0.8 miles easterly.~~
- ~~O. Flosden Road, between the southerly boundary of Napa County and American Canyon Road.~~
- ~~P. Yountville Cross Road from Silverado Trail to five hundred feet east of State Lane.~~
- ~~Q. Yountville Cross Road from the Yountville Town limits to five hundred feet easterly.~~
- ~~R. Pope Valley Road from three thousand five hundred feet north of its intersection with Howell Mountain Road to two thousand five hundred feet south of its intersection with Howell Mountain Road.~~

10.04.090 — Fifty miles per hour.

- ~~A. Silverado Trail, from Deer Park Road to Glass Mountain Road, northbound and southbound.~~
- ~~B. Solano Avenue, from four hundred feet north of Orchard Avenue to fifteen hundred feet north of Cartell Lane, northbound and southbound.~~
- ~~C. Tubbs Lane from State Highway 29 to State Highway 128.~~
- ~~D. Big Ranch Road, between Trancas Street and Oak Knoll Avenue.~~
- ~~E. Kelly Road (south) from State Highway 29 to State Highway 12.~~
- ~~F. Deer Park Road from State Highway 29 to Silverado Trail.~~

10.04.100 — Fifty-five mile speed limit.

- ~~A. Silverado Trail from Trancas Street to State Highway 128.~~
- ~~B. Silverado Trail from State Highway 128 to Deer Park Road.~~
- ~~C. Silverado Trail from Glass Mountain Road to Calistoga city limit.~~
- ~~D. Kelly Road (north) from State Highway 12 to State Highway 29.~~
- ~~E. Yountville Cross Road from five hundred feet east of State Lane to Yountville town limit.~~

SECTION 2. This Ordinance shall not affect the validity or enforceability of speed limits established by the Board of Supervisors prior to the effective date of this Ordinance.

SECTION 3. The Board of Supervisors finds that adoption of this Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 5. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 6. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0674

TO: Board of Supervisors
FROM: David Morrison - Interim County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: Reappointment to the Napa County Treasury Oversight Committee

RECOMMENDATION

Interim County Executive Officer requests the reappointment of James Hudak to represent Public Member on the Napa County Treasury Oversight Committee with the term to commence immediately and expire on March 31, 2027.

EXECUTIVE SUMMARY

There is currently one opening on the Treasury Oversight Committee due to an expiring term for the position of Public Member. James Hudak is the current representative and wishes to continue serving on the Treasury Oversight Committee.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

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.

BACKGROUND AND DISCUSSION

The Napa County Treasury Oversight Committee (TOC) was established by Board Resolution No. 96-36 as mandated by the State of California under Government Code sections 27130 through 27137. The TOC members and classifications were increased by Board Resolution 98-49 and updated in 2004 to include alternates for each member. In 2005, in an effort to reduce State mandates, the California Legislature amended Government Code section 27131(a), removing the mandate for county TOCs. However, the County heeded the Legislature's urging as stated in Government Code section 27131(b) and continued TOC functions on a voluntary basis. In 2014, the Board adopted Board Resolution 2014-121 which repealed Resolutions 96-36 and 98-49 and expressly re-authorized the TOC as a voluntary county advisory committee. The Resolution further detailed in a single location the classification and selection of membership for the TOC as well as the powers

and duties of the TOC arising from Government Code sections 27130 through 27137.

The Board approved the addition of the position of Public Member on January 26, 2021, as allowed under Government Code section 27132(g). In accordance with Government Code section 27132(g), the member representing the general public must possess the expertise, or academic background, in public finance. James Hudak fits the criteria for Public Member and staff requests his reappointment to the committee.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0695

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Appointment to the Napa County Commission on Aging

RECOMMENDATION

Interim County Executive Officer requests the appointment of Tessa Lorraine to fill a term representing Organization Concerned with Older Adults to the Napa County Commission on Aging with terms of office to commence immediately and expire September 30, 2024.

EXECUTIVE SUMMARY

There are currently seven openings on the Napa County Commission on Aging due to resignations and vacancies. The County Executive Office advertised the openings and received one appointment request from Tessa Lorraine. The Commission on Aging met during a regularly scheduled meeting and recommended Tessa Lorraine to represent the position of Organization Concerned with Older Adults.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

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.

BACKGROUND AND DISCUSSION

The Napa County Commission on Aging was created pursuant to Resolution No. 77-151 adopted on September 13, 1977. It consists of 15 members, one member from each of the five Supervisorial Districts and 10 additional members from among individuals recommended by organizations concerned with older adults. It is desirable that all appointees are over the age of 55, but younger persons would not be excluded. The purpose of

the Commission is:

- To assess existing data to identify the presently unmet needs of older adults within the County and to describe alternative methods by which such needs might be met;
- To recommend the initiation of studies or programs oriented to older adults; however, such studies or programs as may be initiated by the County shall not be directly administered by the Commission except with the prior approval and direction of the Board of Supervisors;
- To act as an advisory body on behalf of the Board of Supervisors in studying, evaluating and recommending "grant" and program proposals affecting the well-being of older adults in the County (the Board of Supervisors anticipated that priority would be given to activities that promote the independence and dignity of individuals and that are directed toward the elimination of any discrimination based upon age);
- To review and offer comment upon pending legislation; and
- To disseminate information to older adults concerning the availability of various activities and services provided within the County on behalf of the elderly.

Resolution 2012-182 amended the Commission on Aging bylaws on December 18, 2012, to include a provision allowing potential new commission members to be recommended for consideration to the Commission by individuals familiar with their qualifications. This resolution also added a provision for the Chair of the Commission to write a letter of recommendation for incumbent Commissioners who seek to be reappointed.

Staff requests the Board accept the recommendation of the Napa County Commission on Aging and appoint Tessa Lorraine to represent Organization Concerned with Older Adults to the Napa County Commission on Aging.



A Tradition of Stewardship
A Commitment to Service



NAPA COUNTY
COMMISSION ON AGING

April 10, 2023

Neha Hoskins

Napa County Executive Office

Dear Neha,

The Napa County Commission on Aging respectfully requests that the Napa County Board of Supervisors appoint Tessa Lorraine to the Commission.

Thank you,

Mary G. Palmer

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Napa County Commission on Aging: Submitted

Category of Membership for Which You Are Applying

Commissioner

Profile

Tessa

First Name

Lorraine

Middle Initial

Last Name

[REDACTED]

Email Address

[REDACTED]

Home Address

Suite or Apt

Napa

City

CA

State

94559

Postal Code

Which supervisorial district do you reside in? *

☒ District 1

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

[REDACTED]

Primary Phone

Watermark Communities - Napa
Employer

Concierge Associate
Job Title

Concierge, front desk
Occupation

Education/Experience

Master of Arts degree, Gerontology, San Francisco State University, 1998 Commissioner, Vice-Chair, Adult and Aging Commission, Sacramento County

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

Tessa Lorraine

Resume

[currentcv.doc](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

1. Joelle Gallagher: [REDACTED] 2. Crissy Jeffries: [REDACTED] 3. Gregory Petroski: [REDACTED]

Community Participation

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

I am new to Napa and am committed to building community. When moving to any new place, I start looking for ways to enrich my experience with and for the community. Upon moving to Napa, I serendipitously met a neighbor walking her dog. She invited me to meet a candidate running for Supervisor. I met Joelle Gallagher and immediately signed up to help out. This was the spark that drew me into seeing how else I could serve. With my background in Gerontology and years serving the aging community, the Aging Commission is the natural place for me to lend my energy to my new home.

Nature of activity and community location

I volunteered for Joelle Gallagher's Supervisor campaign in District 1. I assisted in preparing campaign materials and walking precincts within weeks of moving to Napa. My home is near Fuller Park. It was a natural fit. My previous experience in Sacramento County with the Adult and Aging Commission covered the entire county, including rural areas and underserved communities.

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

I have a Master's degree in Gerontology, a dedication to civic duty and experience addressing a wide range of aging issues. I served Sacramento County's Older Adult and Aging Commission for 4 years, with a one-year term as Vice Chair. We were charged with reporting to the Board of Supervisors on senior services in the county. I chaired Program Review and Development Committee examining healthy aging programs and making recommendations to fill gaps in services. I am confident I would be an asset in advancing Napa County's mission in aging services.

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

n/a

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

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

☒ Yes ☐ No

Please Agree with the Following Statement

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

☒ I Agree

Electronic Signature (First M. Last)

Tessa Lorraine

Date

February 18th, 2023

Tessa Lorraine, M.A.

EDUCATION:

San Francisco State University, Master of Arts in Gerontology, December 1998
University of San Francisco, Bachelor of Arts in Psychology, December 1994

PROFESSIONAL EXPERIENCE:

2003 to 2007

Freelance Writer/Editor

- Writer, The Aging Sage
- Contributing Writer on Aging Issues, FolsomStyle Magazine
- Editor, Scully Associates

July 2001 to September 2009

Practice Manager (part time)

- Responsible for financial operations of specialty dental practice
- Liaised with accountants, pension administrators and others on daily business operations
- Managed marketing strategies to increase production

July 2001 to 2002

Healthy Aging Strategist, GeroHealth

- Contracted for health promotion and disease prevention program analysis
- Responsible for research, evaluation, and strategic planning on specified projects
- Expertise in healthy aging programming and research

June 2000 to June 2001

Program Manager, University of California Irvine, Program in Geriatrics

- Coordinated multidisciplinary team of elder abuse experts
- Developed team protocols in response to reports of abuse by aging service agencies of Orange County
- Established administrative systems to ensure program continuity and service delivery
- Charged with writing, editing and publishing program newsletter for statewide distribution
- Managed development of Program in Geriatrics website including, content and design
- Authored winning grant proposal to host national conference on medical aspects of elder abuse
- Assisted United States Department of Justice in selection and research of presenters for an elder abuse symposium presented to officials in the Department of Health and Human Services

July 1999 to June 2000

Gerontologist, *Long Beach Department of Health and Human Services*

- Assessed available senior preventive health services in Long Beach
- Evaluated existing Health Department senior health services
- Instrumental in creating partnership with Parks and Recreation Department to develop a comprehensive, coordinated senior services program
- Recommended development of a senior wellness program to be used in the citywide strategic planning process, including comprehensive/coordinated health promotion services
- Served on national review process committee to develop a strategic planning tool for community health

January 1998 to June 1999

Program Developer, *WEALTH (Wellness Education And Long Term Health)*

- Consulted and served on committee to design and implement health promotion and disease prevention program for Placer County
- Conducted in-depth analysis of statewide health promotion/wellness programs
- Developed collaborations with area health and human services agencies
- Researched funding opportunities
- Recruited Executive Committee members
- Secured participation from area hospitals and physician's groups

COMMITTEES, PUBLICATIONS AND PRESENTATIONS:

2008 Media Chair, Sacramento for Obama

2007-08 Communications Chair, Democratic Party of Sacramento County

2005-09 President, Folsom Democratic Club

2004 Vice Chair, Sacramento County Board of Supervisors Adult and Aging Commission

2004 Chair, Program Review and Development Committee, Sacramento County Board of Supervisors Adult and Aging Commission

2004-07 Feature writer on aging issues for Folsom Style Magazine

2003-06 Served on American Cancer Society's Relay For Life planning committee, charged with all aspects of event fundraising and sponsorship

2002 Board member, Leslie B. Hadfy Scholarship Fund, University of California, Davis

2002 Served a four-year term for the Sacramento County Adult and Aging Commission: Appointed by Sacramento County Board of Supervisors

2002 Participated in "*Leadership Folsom*", a professional development course offered by the City of Folsom Chamber of Commerce to select members of the community

- 2002 Served as Committee Member of the California State University, Sacramento Life Center: *Fall Risk Reduction* program
- 2002 Authored *Health Promotion and Disease Prevention: Understanding the role of CPRS in Providing Services* for statewide Parks and Recreation professional publication
- 2001 Served as Committee Member for the Sacramento Regional “*Healthy Aging Summit*”
- 2001 Presented lecture “*Healthy Aging: What Is It and Where Do I Sign Up?*” to Orange County seniors
- 2000 Authored *Health Promotion and Disease Prevention: Dulling the Sound of the “Boom”* for Emeritae, a University of California Irvine publication
- 2000 Co-authored winning abstract for *American Public Health Association* Annual Conference on short-term care management program *Senior Links*
- 2000 Co-hosted Long Beach cable access television program *Boomers and More*. Discussed the Department of Health and Human Services’ Healthy People 2010 guidelines and the national health promotion agenda for the aged.
- 1999 Appeared on local Sacramento radio talk show *Time for Seniors*. Discussed importance of health promotion and disease prevention for Sacramento’s aging population.
- 1998 Presented symposium at the *California Council on Gerontology and Geriatrics* conference on establishment of an intergenerational volunteer program for San Francisco RCFEs

SOCIETY MEMBERSHIP:

American Society on Aging
 National Council on Aging
 Sigma Phi Omega, National Gerontology Honor Society

SKILLS:

- Superior communication and interpersonal skills
- Proven leadership in academic, corporate and government settings
- Proactive, hardworking team player
- Excellent time management and organizational skills
- Forward thinking with an emphasis on long term goals
- Computer proficiency, including, MS Word, Excel, Access and Internet



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0712

TO: Board of Supervisors
FROM: Jason Martin - Deputy County Fire Chief
REPORT BY: Stacie McCambridge - Staff Services Manager
SUBJECT: Acceptance of Donation of Three UTVs and Two Trailers

RECOMMENDATION

Deputy County Fire Chief requests the following actions (4/5 vote required):

Donation from Angwin Volunteer Fire Department (non-profit)

1. Acceptance of a donated 2023 Can-Am Defender XT HD10 utility vehicle (UTV) from Angwin Volunteer Fire Department (AVFD) to the Napa County Fire Department;
2. Authorization of the Chair to sign Bill of Transfer accepting the Can-Am UTV from AVFD;
3. Establish a capital asset in the amount of \$28,846 for the UTV;
4. Approval of Budget Transfer increasing appropriations in the Fire Department's budget with offsetting revenues in the amount of \$28,846 to recognize the value of the donation;
5. Authorize to send the attached letter of appreciation to AVFD;

Donations from Napa Communities Firewise Foundation

6. Acceptance of donation of two 2022 Honda UTVs and two 2023 Big T utility trailers from Napa Communities Firewise Foundation (NCFF) to the Napa County Fire Department;
7. Authorization of the Chair to sign Bills of Transfer accepting the two UTVs and two utility trailers from NCFF; and
8. Establish capital assets in the following amounts:
2022 Honda SXS10M5DL UTV - \$27,482

2022 Honda SXS10M5PL UTV - \$29,124

2023 Big T 35SA12 Utility Trailer (2) - \$3,406/each

EXECUTIVE SUMMARY

In accordance with Board Resolution No. 05-40 and the recommended Procedure for the Acceptance and Disbursement of Gifts, Bequests, or Devices for donations in excess of \$1,000, this agenda item has been prepared to accept a donation of a 2023 Can-Am Defender UTV from AVFD and of two 2022 Honda UTVs and two 2023 Big T utility trailers from NCFE. Approval of today's actions will authorize the Chair to sign the Bills of Transfer.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This cost will be included in the future Fire Department budgets.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The UTVs and trailers will greatly assist with the County's fire prevention measures in steep and difficult terrain. Donated equipment will save the Fire Department \$92,234.
Is the general fund affected?	No
Future fiscal impact:	Normal registration and maintenance costs only. This cost will be included in the future Fire Department budgets.
Consequences if not approved:	The Napa County Fire Department would not be able to sufficiently access and protect wooded, steep, and difficult to reach terrain for fire protection and prevention purposes.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The proposed action will authorize the Napa County Fire Department to accept the following donations: one UTV from the Angwin VFD and two UTVs and two utility trailers from NCFE.

The UTVs and trailers will increase the County Fire Department's capability to safely transport more personnel and equipment, reduce incident response time, allow for the rapid evacuation of injured victims or personnel

and rapid access to incident locations with steep or hard to access terrain. The equipment will also increase the ability to carry water and supplies, and aid in wildland vegetation management and firefighter training. A 2023 Can-Am Defender UTV was donated by AVFD and is specifically for use by the Napa County Fire Department in the community of Angwin for fire prevention and protection purposes. This will allow for the rapid evacuation of injured victims or personnel and rapid access to incident locations with steep or hard to access terrain in the and around Angwin. The UTV will be stored at Station 18 in Angwin.

The 2022 Honda UTVs (2) and 2023 Big T trailers (2) were donated by NCCF in appreciation for the support that the fire department crews provided in completing several Napa County Community Wildfire Protection Plan (CWPP) hazardous fuel reduction projects. NCCF purchased the UTVs and trailers with private donations and are making this in-kind donation of equipment in lieu of direct payment for services rendered. Working under a Cooperative Agreement, Napa County Fire/ CAL FIRE resources have provided significant cost savings to NCCF fuel mitigation projects. The UTVs will greatly increase fire department capabilities and efficiency on future fuel reduction projects and fire suppression incidents. The UTVs will increase the ability for fire crews to access projects and to transport water tanks and pumps for conducting prescribed burns. Firefighters will also use the UTVs to suppress future wildfires in Napa County. The UTVs and trailers will be stored at CAL FIRE and Napa County Fire Facilities.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0415

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Ivancie, Staff Services Analyst I
SUBJECT: Amendment No. 1 to Agreement No. 220056B with On the Move, Inc. (Housing Navigators Program)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220056B with On the Move, Inc., to extend the term through October 30, 2025, increase the contract maximum to \$34,590 and revise reporting requirements for the Housing Navigators Program (HNP).

EXECUTIVE SUMMARY

Approval of today's action will extend the term of the contract to October 30, 2025; increase the amount of the contract maximum amount by \$17,295, for a new contract maximum of \$34,590; replace Exhibit A with Exhibit A-1 (Scope of Work) to revise the reporting requirements from annual to biannual for the second round of funding; and replace Exhibit B with Exhibit B-1 (Compensation) to include the revised budget to incorporate additional funding from California Department of Housing and Community Development (HCD).

FISCAL & STRATEGIC PLAN 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?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:	If not approved, CWS will not have access to the resources On the Move provides to address the housing needs of youth in foster care or formerly in foster care.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
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.

BACKGROUND AND DISCUSSION

HCD allocates funding to Napa County for HNP for the support of housing navigators to help young adults aged 18 years and up to 24 years secure and maintain housing, with priority given to young adults in the foster care system. The funds may be used to provide housing navigation services directly or through a contract with other housing assistance programs in the county. HHSA currently contracts with On the Move/Voice Our Independent Choice for Emancipation Support (VOICES) to deliver housing navigation services to Transitional Age Youth (TAY) in Napa County.

The increased cost of housing in Napa County and surrounding counties poses a challenge to former foster youths who may be underemployed and/or have a limited support system of family and friends. Nationwide, 50% of the homeless population have spent time in foster care.

VOICES is a program of On the Move whose mission is to empower underserved youth, by utilizing holistic services throughout their transition from systems of care, while building a loving community and establishing a solid foundation for a healthy future. VOICES has direct access to TAY by way of their Youth Service Center and Wellness Centers where youth in Napa County are offered support through workshops, counseling, resources, and referrals. VOICES is the most logical option for managing HNP in conjunction with the Transitional Housing Program (THP) with oversight from HHSA as they are a first stop for young adults in needed of help if they are housing insecure or homeless. HNP is especially important for this age group (18 through 24) as they transition to independent living arrangements.

Napa County's HNP grant allocation is in the amount of \$17,295 per round, for a total of two (2) rounds, and the grant term ending on October 30, 2025.

**NAPA COUNTY AGREEMENT NO. 220056B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220056B is effective as of the 9th day of November 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **ON THE MOVE, INC.**, a California nonprofit corporation whose mailing address is 780 Lincoln Avenue, 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 August 17, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220056B (hereinafter referred to as "Agreement") for CONTRACTOR to provide services for the Housing Navigators Program (HNP) to assist foster youth ages 18 through 24 to secure and maintain housing; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to extend the term through October 30, 2025, increase the contract maximum payable to CONTRACTOR to incorporate additional grant funds; replace Exhibit A with Exhibit A-1 (Scope of Work) to revise the reporting requirements from annual to biannual for the second round of funding; and replace Exhibit B with Exhibit B-1 (Compensation) to amend the Agreement's budget.

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. Section 3 Specific Terms and Conditions Section 3.4 is modified as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 of the original agreement and shall expire on **October 30, 2025**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. The maximum amount of payment on Page 1 of the Agreement shall be **Thirty Four Thousand Five Hundred Ninety Dollars (\$34,590.00)**, reflecting an increase of

Seventeen Thousand Two Hundred Ninety Five Dollars (\$17,295.00); 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.

3. Exhibit A is hereby replaced with “Exhibit A-1” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-1” commencing as of the effective date of this Amendment.
4. Exhibit B is hereby replaced with “Exhibit B-1” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “B” shall refer to “Exhibit B-1” commencing as of the effective date of this Amendment.
5. 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. 1 to Napa County Agreement No. 220056B as of the first date written above.

ON THE MOVE, INC.

By Alissa dy Aldo
ALISSA ABDO, Executive Director
Sign Now signature ID: 333e5132215c
04/18/2023 00:42:58 UTC

By Joe - 8
JOHN WASS, Director of Finance and Operations
Sign Now signature ID: 333e5132215c
04/18/2023 00:48:35 UTC

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Corey S. Utsurogi</i> Date: April 12, 2023	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-1
SCOPE OF WORK

I. BACKGROUND

Pursuant to the Budget Act of 2019, as amended by Senate Bill 109, the California Department of Housing and Community Development (HCD) shall allocate \$5 million in funding to counties for Housing Navigators to help young adults secure and maintain housing, with priority given to young adults in the foster care system. The allocation amount of \$17,295 was based on the County's percentage of the total statewide number of young adults aged 18 through 24 in foster care. There are a total of two (2) Housing Navigators Program (HNP) rounds, with the allocation of \$17,295 per round based off the County's percentage of the total number of young adults aged 18 through 24 years in foster care statewide.

II. SERVICES

CONTRACTOR shall provide the following services with priority given to young adults in the State's Foster Care system:

- A. Housing Navigators to act as a housing specialist to assist young adults locate available housing and overcome barriers to locating housing. Housing Navigators activities may include, but are not limited to:
 - Assist young adults in the foster care system or formerly in the foster care system aged 18 through 24 referred by Child Welfare Services (CWS) to secure and maintain housing to prevent youth from becoming homeless; and
 - Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.
- B. Housing Navigators shall complete an intake form for each youth assisted.
- C. Contractor shall post Housing Navigators contact information on website.

III. CONTRACT MONITORING

- A. CONTRACTOR is responsible for maintaining all documentation required for monitoring. This includes maintaining books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as listed in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the County and HCD for a period of three years.
- B. CONTRACTOR shall submit a completed annual report each year by July 15th, following the distribution of HNP program funds for the previous fiscal year (July 1st to June 30th).

The Annual Report is provided by HCD and shall be submitted electronically to County program staff, who will then submit the report to HCD no later than July 31st. The Annual Report pertains to Round One of funding and addresses the following:

- How many people were served?
- What were the funds used for?
- Who were the housing navigator(s)?
- How many people served were in the foster care system?

CONTRACTOR shall submit Biannual Reports for Round Two funding by January 15th of each year covering the reporting period July 1st to December 31st and by July 15th of each reporting year, covering the reporting period of January 1st to June 30th. The Biannual Report is provided by HCD and shall be submitted electronically to County program staff, who will then submit the report directly to HCD.

- C. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- D. CONTRACTOR shall participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of youths receiving Housing Navigators Services, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
- E. CONTRACTOR shall be available for direct contact by the COUNTY staff in order to maintain open communication and sharing of information regarding mutual youth in the administration of the Housing Navigators program.
- F. COUNTY program staff shall schedule and participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of youths receiving Housing Navigator Services, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
- G. COUNTY program staff shall be available for direct contact by the CONTRACTOR staff in order to maintain open communication and sharing of information regarding youth in the administration of the HNP.
- H. COUNTY program staff shall provide CONTRACTOR with all regulations and policies related to administering the HNP.

IV. DOCUMENTATION

- A. CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the COUNTY, in addition to any requirements specified in the General Terms and Conditions.

- B. 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 and substantiation of claims for payment of services.
- C. Upon written notice from it CONTRACT ADMINISTRATOR, COUNTY at its sole discretion may impose additional requirements for documentation.

V. **CONFIDENTIALITY**

- A. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
- B. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- C. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.
- D. CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

EXHIBIT B-1
COMPENSATION

Round (1) 19-HNP-14112 – Available through June 30, 2023

Housing Navigators Staffing	\$15,723
Operating Expenses (10% Indirect)	\$1,572
Total	\$17,295

Round (2) 21-HNP-17389 – Available November 9, 2022 through October 30, 2025

Housing Navigators Staffing	\$15,723
Operating Expenses (10% Indirect)	\$1,572
Total	\$17,295

CONTRACT Maximum shall not exceed \$34,590.

CONTRACTOR shall use all of this funding to support Housing Navigators to help young adults ages 18 through 24 secure and maintain housing, with priority given to young adults in the foster care system.

CONTRACTOR shall prepare and submit an invoice thirty (30) days after the conclusion of each calendar month in which services were provided. Invoice shall include back up documentation pertinent to the annual reporting criteria addressed in the scope of work and include date of service, service provided, and name of youth receiving service.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0416

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Ivancie, Staff Services Analyst I
SUBJECT: Agreement No. 230351B with Community Resources for Children (CalWORKs Stage One Child Care program)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to terminate the current Agreement No. 4000 with Community Resources for Children (CRC) and sign a new Agreement No. 230351B, for a contract maximum of \$600,691 for Fiscal Year 2023-2024, and each subsequent renewal, for the California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One child care program.

EXECUTIVE SUMMARY

Approval of today's action will allow Napa County to continue its agreement with CRC to provide administration and support services and make direct payments to providers for child care referrals under HHSA's CalWORKs program. There is no change to the contract maximum. Entering into a new agreement allows Napa County to update its contract language, including changes in the Scope of Work to reflect updates to child care regulations.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Self Sufficiency Services
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the proposed Fiscal Year 2023-2024 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:	If not approved, the Scope of Work will not align with current regulations for the CalWORKs Stage One child care program.
County Strategic Plan pillar addressed:	Livable Economy for All
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.

BACKGROUND AND DISCUSSION

In August 1997, California Welfare Reform Legislation (AB 1542) was signed into law. This law established the CalWORKs program and mandated a three stage child care payment system. This system was designed to allow all eligible CalWORKs families the opportunity to access child care in order to work or attend some type of training program with the goal of becoming economically self-sufficient. The availability of quality child care is essential to the success of the CalWORKs child care program.

Eligibility for CalWORKs child care begins when a family starts receiving CalWORKs cash aid and participates in the Welfare-to-Work (WTW) program. Napa County, through its contract with CRC, administers the Stage One child care program. Stage One child care provides current CalWORKs cash aid recipients assistance with paying for child care with a provider of their choice, if they are employed or participating in county approved WTW activities. Child care is provided for children through the age of 12, and for exceptional needs and severely disabled children up to age 21. The Stage One program ensures that access to stable child care is never a barrier to participating in the WTW program.

Under the prior regulations for CalWORKs child care programs, child care was only authorized once an activity was approved and for only the length of time and amount of hours for that activity. This provided instability for families in CalWORKs as they could lose child care placements and have to change child care providers due to the rigid standards of the prior regulations.

The Scope of Work is revised in this agreement to reflect the updated regulations that now permit immediate and continuous childcare authorizations for an eligible CalWORKs family. These families will now be eligible to receive 12 months of continuous child care. Child care is mandated to be authorized full-time (30 or more hours per week) upon granting of the CalWORKs case for eligible families. This change allows for a family to have access to stable, full-time child care while the family is in receipt of CalWORKs.

Immediate and continuous child care eligibility is part of a two-generational approach to disrupt the cycle of poverty by simultaneously focusing on the needs of parents and children. Immediate and continuous child care alleviates potential instability caused by frequent changes to WTW activities or other circumstances that require multiple childcare authorizations while engaged in WTW.

**NAPA COUNTY AGREEMENT NO. 230351B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COMMUNITY RESOURCES FOR CHILDREN**, a California nonprofit corporation, whose mailing address is 3299 Claremont Way, Suite 1, 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, 2003, COUNTY and CONTRACTOR entered into Napa County Agreement No. 4000, hereinafter referred to as the “Agreement” for CONTRACTOR to provide administration and support services for childcare referrals taking place under California Work Opportunity and Responsibility to Kids (CalWORKs) program of the State of California, administered in and for the COUNTY by its Health and Human Services Agency Self Sufficiency Services Division; and

WHEREAS, as of the effective date of this Agreement, the Parties wish to terminate Agreement No. 4000 and replace it with this Agreement No. 230351B; and


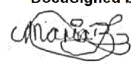
WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide CalWORKs Stage 1 Child Care program on behalf of the County Child Welfare Services (CWS); and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as “Sections” or “Paragraphs” interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ BELIA RAMOS, Chair of the Board of Supervisors	DocuSigned by: _____  FBBA6A9F6EBC4BD... ERIK LUBENSKY, Executive Director
ATTEST: NEHA HOSKINS, Clerk of the Board	DocuSigned by: _____  C9DCD02514DE4A6... MARIA BERNAL, Director of Finance & Operations
By: _____	
DATE APPROVED BY THE BOARD: _____	
Processed by: _____ Deputy	

Maximum Amount of this Agreement: \$600,691.00	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: <u>Douglas Parker (via e-sign)</u> Date: April 3, 2023
Term Expires: June 30, 2024	
Automatic renewal of term applies.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 230351B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services Agency
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Shanna Gardner, 2751 Napa Valley Corporate Drive, Building A, 1st Floor, Napa, CA 94559.
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Erika Lubensky, 3299 Claremont Way, Ste. 1, Napa, CA 94558
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify) .
- 1.7 The source of funding for this Agreement shall be: CalWORKs Single Allocation
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at <https://www.countyofnapa.org/DocumentCenter/> under “Departments/Health and Human Services/Administration/Contracts and Administration Documents” (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is “SECTION 2. General Terms and Conditions – Version 12”, which shall be referred to herein as the “General Terms and Conditions” and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall

control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

- ☒ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).
- ☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).
- ☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).
- ☐ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).
- ☐ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).
- ☐ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).
- ☐ (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.
- ☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.
- ☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.
- ☐ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)
- ☐ (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis

CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work

Exhibit B: Compensation and Financial Reporting

Exhibit C: "Section 2, General Terms and Conditions, Version 12"

EXHIBIT “A”
SCOPE OF WORK

July 1, 2023 to June 30, 2024
(and each automatic renewal)

CONTRACTOR shall provide COUNTY OF NAPA – SELF SUFFICIENCY SERVICES DIVISION (SSSD) with the following services:

I. Other Related Child Care Activities

Stage 1 child care begins upon entry into the Welfare-to-Work (WTW) program or when child care is needed for a CalWORKs recipient to begin work related activities. CONTRACTOR, upon receipt of authorization from SSSD, shall begin the delivery of the following Stage 1 child care services (Stage 2 services are not reimbursed under this Agreement):

- A. Schedule individual appointments with parents needing child care services and complete certification process, issue a child care certificate (schedule) for each child, and provide information on other child/family resources as needed. CONTRACTOR’s resource and referral department will provide choosing child care information and provider referrals as needed.
- B. Upon authorization from SSSD recertify eligibility, provide child care placement assistance, and issue certificates.
- C. Provide parent and provider assistance, education, and training.
- D. Maintain computer databases for data collection.
- E. Contract with providers; process Trustline applications and Health and Safety Self-Certifications.
- F. Issue Notices of Action as required.
- G. Provider payment activities.
- J. Participate in the fair hearing process as needed.
- K. Participate in other tasks as required by CalWORKs child care program guidelines as outlined in the Child Care section of the WTW procedural handbook.
- L. Provide information as required by the California Department of Social Services (CDSS).

II. Administrative Activities

Administrative functions are “activities” which do not provide a direct benefit to children, parents, or providers. These costs are necessary to administer the CalWORKs child care program. Sample of administrative activities are listed below:

- A. Writing Annual certifications.
- B. Personnel Management.
- C. Budget/Accounting.
- D. Complete CD 9500.
- E. Maintain Complaint Log and Files.
- F. Audits.
- G. Develop provider agreements.
- H. Rent, utilities, janitorial, equipment and supplies, and travel related to administrative functions.
- I. Local coordination with other local, state, and federal organizations.
- J. Maintain adherence to promulgated CalWORKs standards and to the 1999 Federal Funding Terms and Conditions as promulgated and updated by the California Department of Education (CDE).

III. Performance Monitoring

- A. CONTRACTOR shall:
 - 1. Participate in quarterly or as needed meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving child care, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
 - 2. Be available for direct contact by the COUNTY staff in order to maintain open communication and sharing of information regarding mutual customers in the administration of child care services.
 - 3. Provide notification to the COUNTY staff of participant non-cooperation with CONTRACTOR resulting in discontinuance of child care services.

4. Provide pertinent information related to the family's eligibility to receive child care services to COUNTY staff.
5. Provide list of cases receiving Stage 1 child care to the COUNTY for COUNTY staff to verify Assistance/Non-Assistance status monthly.
6. Provide information monthly regarding receipt of notification of CalWORKs discontinuance from COUNTY staff.

B. COUNTY Program staff shall:

1. Schedule and participate in quarterly or as needed meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving child care, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
2. Be available for direct contact by the CONTRACTOR staff to maintain open communication and sharing of information regarding mutual CLIENTS in the administration of child care services.
3. Provide timely notification to the CONTRACTOR staff of changes to or discontinuance of child care authorization.
4. Provide verification to CONTRACTOR of the assistance/non-assistance status upon receipt of the monthly list of Stage 1 child care cases.
5. Provide CONTRACTOR with all regulations and policies related to administering the child care program.

C. COUNTY Fiscal staff shall:

1. Receive and process for payment CONTRACTOR'S monthly invoice. Monthly invoice shall be received thirty (30) days after the end of the month payments are made.
2. CONTRACTOR shall provide the documentation required for COUNTY to submit the Child Care Monthly Report (CW115/115A). The documentation will contain, at a minimum, a list of individual participant names, case numbers, date of birth, provider type, date of payment, service month, and child care paid amounts. A list shall also be provided containing name of child and date of birth of individuals enrolled.

EXHIBIT “B”
COMPENSATION

July 1, 2023 to June 30, 2024
 (and each automatic renewal)

The administrative compensation to be paid by COUNTY to CONTRACTOR for services required under this Agreement shall include various administrative costs.

Payment shall be made after the submission of an original invoice.

PROJECT BUDGET	
Operating Expenses (Other Related Child Care (ORCC) and Administrative (AD) costs) incurred up to 25% of Provider Payments	\$120,138
PROVIDER PAYMENTS	\$480,553
TOTAL PROGRAM EXPENSES	\$600,691

Operating Expenses include costs associated with the following:

- Personnel
- Rent and Utilities
- Telecommunication
- Program Supplies
- Office Supplies
- Postage
- Maintenance and Repair
- Insurance
- Dues & Memberships
- Office Equipment & Software (purchase and leases)
- Audit / Bookkeeping
- Staff Development
- IT and other Consultant services
- Printing
- Mileage and Travel expenses

On July 1st of each fiscal year, CONTRACTOR shall invoice COUNTY for a one (1) time payment in an amount equal to two (2) times the amount of the monthly average of the previous fiscal year, or for an amount mutually agreed upon by COUNTY and CONTRACTOR. The one-time advance payment shall be made to CONTRACTOR within thirty (30) days of the receipt of the invoice. All further payments to CONTRACTOR shall be paid by actual amounts claimed monthly by CONTRACTOR. In the event that any of the funds advanced to CONTRACTOR for the one-time yearly advance remain unspent,

CONTRACTOR shall return such funds to COUNTY within thirty (30) days of the end of the fiscal year or upon termination of the Agreement.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 Compensation.

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 Specific Performance. It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by

COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the

termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHS Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHS Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHS Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 Interpretation; Venue.

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

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

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) **Inclusion in Subcontracts.** To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 Conflict of Interest.

(a) **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party’s job openings where such publication or distribution is directed to the general public.

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

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

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

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

2.29. Other Terms and Conditions [Reserved.]

2.30 Acknowledgment of Funds; Compliance with Government Code Section 7550.

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: “Made possible by funding provided by the County of Napa.”

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 Compliance with Federal Health Care Program Requirements. If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be

assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services-- Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 Audit Report Requirements. If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0540

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Ivancie, Staff Services Analyst I
SUBJECT: Agreement No. 230363B with Marin County (Youth Acceptance Project)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230363B with Marin County for a contract maximum of \$41,046 for the term of April 1, 2023 through June 30, 2024, to provide services through Family Builders, Inc., and the Youth Acceptance Project (YAP) to assist lesbian, gay, bisexual, transgender, queer or questioning, and more (LGBTQ+) children/youth and their families with preservation or reunification.

EXECUTIVE SUMMARY

Approval of today's action will formalize an agreement between Napa County and Marin County to share the services and costs of a YAP social worker. The following counties are sharing these services: Napa, Marin, Solano, and Sonoma; Marin County will serve as the lead agency. A designated YAP social worker will provide technical assistance to counties to improve the care and outcomes for LGBTQ+ and gender expansive children/youth in foster care.

FISCAL & STRATEGIC PLAN 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:	YAP will provide CWS with the needed support, training, and consultation to serve LGBTQ+ children/youth and their family.
Is the general fund affected?	No

Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, there would be no supportive services from YAP for LGBTQ+ children/youth and their families in Napa County.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Family Builders' YAP is designed to work with families who have children/youth already in, or at risk of entering, the child welfare system due to family stress resulting from their child's sexual orientation, gender identity or expression (SOGIE). The project utilizes family engagement services through a social worker to keep children/youth with their families and reunify them when child welfare involvement is related to their SOGIE.

Family Builders previously provided this service through California Department of Social Services (CDSS), free of charge, however, CDSS stopped providing these services in September 2022. HHSA's Child Welfare Services (CWS) used the YAP services in the trial period twice and found them to be very effective in working with LGBTQ+ children/youth and their families.

This agreement, in which the costs are split with four neighboring counties based on prior usage ratios, is the most efficient use of funds to support these services. Obtaining access to the YAP Social Worker would have been much more costly for Napa County to pursue on its own.

YAP has a specialty focus and will be providing training and support to child welfare social workers. YAP's intervention serves as a family preservation or reunification tool, assisting families who are struggling with the sexual orientation, gender identify/expression of their child. YAP services are designed to keep LGBTQ+ children/youth safe in their family homes and to advocate for safe and equitable permanency of LGBTQ+ children/youth when reunification is not possible. The program is designed to reduce the time that children spend in foster care and reunite children with their families.

NAPA COUNTY AGREEMENT NO. 230363B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1st of April 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **MARIN COUNTY**, a political subdivision of the State of California, whose mailing address is 3501 Civic Center Drive, San Rafael, CA 94903, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide lesbian, gay, bisexual, transgender, queer or questioning, and more (LGBTQ+) children/youth and family members consulting and supportive services through Family Builders and the Youth Acceptance Project (YAP); and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as “Sections” or “Paragraphs” interchangeably.

[SIGNATURE PAGE TO FOLLOW]

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ BELIA RAMOS , Chair of the Board of Supervisors	
ATTEST: NEHA HOSKINS, Clerk of the Board	STEPHANIE MOULTON-PETERS President of the Board of Supervisors
By: _____	
DATE APPROVED BY THE BOARD: _____	
Processed by: _____ Deputy	
Maximum Amount of this Agreement: \$ 41,046.00	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: <i>Corey S. Utsurogi</i> Date: 4/11/23
Term Expires: June 30, 2024	
Automatic renewal of term does not apply.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 230363B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services Agency
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Veronica Piper-Jefferson, 2751 Napa Valley Corporate Drive, Building B, 1st Floor, Napa, CA 94559.
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Bree Marchman, Division Director - Children and Family Services, 3250 Kerner Blvd., San Rafael, CA 94901.
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☐ corporation ☒ public agency ☐ other (specify) .
- 1.7 The source of funding for this Agreement shall be: Complex Care Funding
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at <https://www.countyofnapa.org/DocumentCenter/> under “Departments/Health and Human Services/Administration/Contracts and Administration Documents” (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is “SECTION 2. General Terms and Conditions – Version 12”, which shall be referred to herein as the “General Terms and Conditions” and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

☒ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

☐ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

☐ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

☐ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

☐ (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

☐ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

☐ (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement.

Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work

Exhibit B: Compensation and Financial Reporting

Exhibit C: "Section 2, General Terms and Conditions, Version 12"

Exhibit D: Agreement between County of Marin and Family Builders by Adoption

EXHIBIT A
SCOPE OF WORK
April 1, 2023 through June 30, 2024

Purpose:

To formalize an agreement between Marin County (CONTRACTOR) and Napa County (COUNTY) pertaining to the sharing of services and cost of a Youth Acceptance Project (YAP) staff member as outlined herein. CONTRACTOR shall serve as the Lead for the administration of the agreement with YAP. The professional contract between Family Builders (VENDOR) and CONTRACTOR will govern the provision of services to COUNTY. The Scope of Services (Exhibit A) of the professional contract between VENDOR and CONTRACTOR is attached hereto as Exhibit D and incorporated by this reference. COUNTY is responsible for their share of costs as detailed in Exhibit B and shall reimburse CONTRACTOR promptly upon billing. CONTRACTOR and COUNTY are further responsible for complying with the terms and agreements of Exhibit B to the full extent that such terms and agreements apply. To expand the availability of this service to families across their regions, CONTRACTOR and COUNTY hereby mutually agree to share in the services and costs of one (1.0) full-time YAP staff member.

YAP is a program of VENDOR, a nonprofit foster family and adoption agency, which provides direct services to counties in the Bay Area. YAP serves families who have lesbian, gay, bisexual, transgender, queer or questioning, and more (LGBTQ+) children/youth and need support in accepting their identities. This intervention serves as a family preservation or reunification tool, assisting families who are struggling with the sexual orientation, gender identification/expression of their children/youth and moves families to a place of acceptance of their children/youth with an emphasis on culturally responsive supports. YAP is designed to work with families of children/youth already in or at risk of entering the child welfare system. YAP also helps to keep LGBTQ+ children/youth safe in their family home while advocating for safe and equitable permanency of LGBTQ+ children/youth when reunification is not possible. YAP's goal is to move families to a place of acceptance by using a trauma-informed, psychoeducational model. This evidence-based model engages families to address and support families to transition from rejection to acceptance of their LGBTQ+ children/youth. Family acceptance is an enormous protective factor for the long-term wellbeing of LGBTQ+ children/youth. This model decreases health risks such as depression, substance abuse, and suicidal ideation and increases well-being, self-esteem, social support, and general health for LGBTQ+ children/youth.

Program Goals:

For LGBTQ+ children/youth:

- If safe to do so, prevent removal from family and entry into Child Welfare Services (CWS).
- Reunification with family.

For Parents/Caregivers of LGBTQ+ children/youth:

- Prevent them from inflicting harm on their LGBTQ+ children/youth.
- Reduce the amount of time their LGBTQ+ children/youth is in foster care.
- Reunification with their LGBTQ+ children/youth.
- Learn about misconceptions about sexual orientation and gender identity and expression
- Learn about the well-being of permanency of LGBTQ+ and gender expansive children

Target Population:

This program is designed to serve LGBTQ+ children and youth ages 3 through 21 years old who are involved or at risk of being involved with CWS, including the youth's caregivers and their families.

CONTRACTOR shall provide COUNTY with the following services:

- A. DESCRIPTION OF SERVICES:** CONTRACTOR shall ensure VENDOR and YAP staff provide all services as described in Exhibit D.
- I. CONTRACTOR shall provide COUNTY CWS with a co-located regional LGBTQ+ YAP staff either in a community-based organization or within the County CWS office.
 - II. CONTRACTOR shall ensure YAP staff provide all services as described in Exhibit D. YAP staff shall have LGBTQ+ expertise and be trained in the YAP model.
 - III. CONTRACTOR will have YAP staff provide consultation and technical assistance to CWS staff.
 - IV. CONTRACTOR will have YAP staff provide clinical intervention services with the families of LGBTQ+ children and youth, as appropriate for the purpose of family reunification and family preservation as set out in Exhibit D.
 - V. CONTRACTOR will have YAP staff provide consultation and technical assistance to CWS staff, short-term residential treatment programs and foster family agencies for the purpose of meeting the needs of LGBTQ+ youth as set out in Exhibit D.
 - VI. CONTRACTOR shall have YAP staff provide advocacy for LGBTQ+ youth with collateral systems, including but not limited to mental health, health care, education, peer groups, LGBTQ+ resources and Child and Family Team meetings as set out in Exhibit D.
 - VII. CONTRACTOR will have YAP staff advocate for and facilitate permanency services for LGBTQ+ children/youth.
 - VIII. COUNTY will provide the YAP staff brochure/flyer to youth and families and will complete and send CONTRACTOR referrals.
 - IX. COUNTY will include YAP staff in Child and Family Team meetings and other relevant meetings as agreed upon by the youth and family.

B. DOCUMENTATION

- I. CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the Department, in addition to any requirements specified in the General Terms and Conditions.
- II. CONTRACTOR shall provide Department with access to all documentation of services provided under this agreement for Department's use in administering this agreement. Without limitation, Department shall have access to such documentation for quality assurance and for audit or substantiation claims for payment of services.
- III. Upon written notice from its CONTRACT ADMINISTRATOR, COUNTY, at its sole discretion, may impose additional requirements for documentation.

C. CONTRACT MONITORING

- I. CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- II. CONTRACTOR will request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY will consider any such request and will provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- III. CONTRACTOR is responsible to maintain reports of all significant key risks such as client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints of CONTRACTOR service and/or accidents occurring in the course of service delivery.
- IV. CONTRACTOR is also required to immediately report to COUNTY any incidents of incorrect billing for services.

D. CONFIDENTIALITY

- I. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
- II. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- III. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

- IV. CONTRACTOR & VENDOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County CWS or employees or agents of CONTRACTOR in the performance of CONTRACTOR's or VENDOR's official duties, pursuant to Welfare and Institutions Code Section 827. Dissemination of any information is disallowed regardless of whether it is in written or oral form.

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING
April 1, 2023 through June 30, 2024

COUNTY shall submit payment to **CONTRACTOR** within thirty (30) days from receipt of the invoice.

Payment shall be remitted to:

ATTN: HHSA Finance AR – Social Services YAP.

“CFS YAP Org: 28041403 Obj: 531010 PS: 10411-EXTRANEIOUS-999-999”

PO BOX 1859

Sacramento, CA 95812-1859

COUNTY will share the services and costs associated with slots as follows:

County	Slots	Amount
Napa	3	\$ 41,046

It is agreed that if COUNTY uses more than their allotted slots, there shall not be any additional charge.

Total payments under this contract shall not exceed \$41,046.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 Compensation.

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the

term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 Specific Performance. It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under

this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance

programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all

lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date

thereof at least thirty
(30)

days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- (a) Waste Source Reduction and Recycled Product Content Procurement Policy.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."
- (c) Drug and Alcohol Policy.
- (d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.
- (e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in “Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County’s Agreements with Other Entities” which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY’s Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR’s breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY’s data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work

shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

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

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

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or

political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work

required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and

transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this

Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

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

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

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

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

2.29. Other Terms and Conditions [Reserved.]

2.30 Acknowledgment of Funds; Compliance with Government Code Section 7550.

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 Compliance with Federal Health Care Program Requirements. If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY’S policies entitled “Whistleblower Protections”, “The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes”, “Federal Anti-Kickback Prohibitions” and “Physicians Referrals – The Stark Law”. The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that

COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services-- Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all

audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as “HIPAA”), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY’s Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY’s contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY’s contract(s) with other entities, including, but not limited to, those requirements set forth in “Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County’s Agreements with Other Entities” which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County’s Agreements with Other Entities”.

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the “Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County’s Agreements with Other Entities” in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the “Napa Health Matters” website,

CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 Audit Report Requirements. If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report

Requirements, including but not limited to those requirements set forth in “Addendum for Contracts Involving Federal Awards.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

EXHIBIT D
**AGREEMENT BETWEEN COUNTY OF MARIN AND FAMILY BUILDERS BY
ADOPTION**



EXHIBIT A
Scope of Services
April 25, 2023 – June 30, 2024

Marin, Napa, Solano, Sonoma County Youth Acceptance Project Scope of Work

Description of Services

The Youth Acceptance Project (YAP), a program of Family Builders by Adoption, will provide the following services:

- The YAP social worker will provide family engagement, advocacy, and support to families of LGBTQ+ and gender expansive youth in the following Counties: Marin, Napa, Solano, and Sonoma. County staff will make referrals for LGBTQ+ children at risk of entering the child welfare system to prevent disruption of the families due to the child's sexual orientation and gender identity/expression (SOGIE). The YAP social worker will provide the same services to LGBTQ+ and gender expansive children already in foster care with the goal to reunify the LGBTQ+ children with their families. The YAP social worker will also link families and youth to community resources, support, and peer groups, and recommend health and mental health care resources.
- The YAP social worker will provide consultation to the four Counties' child welfare workers regarding sexual orientation, gender identity/expression to support workers in meeting the needs of LGBTQ+ and gender expansive youth, including children's rights, privacy, supporting youth identity and expression, negotiating peer relationships, accessing medical care and other related topics.
- The full-time social worker is expected to carry a case load of up to 16 children/youth and their families. The goal for the year is to serve 20-25 LGBTQ+ youth, expecting turnover in the caseload. The caseload at any given time is expected to be between 15-18 families.
- The social worker will travel to meet families/caregivers in their home or where the family is most comfortable to meet. The YAP social worker will be co-located in the offices of Marin, Napa, Solano, and Sonoma Counties CPS, which will allow for consultation and education between the project staff and county social workers. If the Counties' CPS offices are closed due to the COVID-19 pandemic, the YAP social workers will meet with child welfare staff over Zoom.



Outcomes:

1. 50% of children/youth will show an increase in overall well-being (post surveys).
2. 80% will show a decrease in SOGIE-related self-harm or suicide behavior (post surveys).
3. 50% will remain in placement for 90 days or more (YAP Caregiver Abacus).
4. 75% of families will increase affirming behavior toward their LGBTQ and gender expansive children (respectful language, support of gender expression etc.) (YAP Caregiver Abacus).

Marin, Napa, Sonoma, and Solano County Children and Family Services will provide the following:

- Child welfare workers will refer youth and families on a YAP referral form and submit in writing to YAP@familybuilders.org.
- Child welfare workers will include YAP social workers in all child and family team meetings when YAP services are being provided.
- Each County will select one manager or supervisory staff to act as a liaison should any SOGIE issues come up regarding a YAP case.
- Each County will have a co-located space for the YAP staff.

Division of Caseload Slots

Each of the four counties will initially divide caseload slots according to the following ratios:

- Marin: 1/6
- Napa: 1/6
- Solano: 1/3
- Sonoma: 1/3

Each of the member Counties agree that if one County needs more than their allotted slots to serve emerging eligible families, they will be able to access another County's vacant slots. This will be possible after reaching out to the other member counties and receiving approval via email to utilize available slots beyond their allocation. This approval is necessary to verify if another county is about to make an additional referral for one of their own slots.

Confidentiality and Security of Information

1. **Confidentiality.** The Contractor and any employees and/or volunteers performing services at its direction shall maintain the confidentiality of any confidential or proprietary information and records made available hereunder in accordance with all applicable State and Federal laws relating to confidentiality.

For purposes of this Exhibit, Confidential Information includes but is not limited to, financial data, information concerning operations, business plans, and information about or relating to the Scope of Work, as well as:



a. **Protected Health Information (PHI):** Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. PHI includes Electronic Protected Health Information, i.e., PHI maintained in or transmitted by electronic media.

b. **Personal Information (PI):** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is the California Department of Health Care Services' policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request.

Specific items of personal information that may trigger a requirement to notify individuals if it is acquired by an unauthorized person includes an individual's first and last names plus Social Security number, driver license/California identification card number, or financial account number. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure.** Contractor and its employees, agents, or subcontractors shall protect Confidential Information from unauthorized disclosure.

3. **Permitted Use and Disclosures.** Contractor and its employees, agents, or subcontractors shall use Confidential Information only for the purpose of carrying out the Contractor's obligations under the Agreement.

Contractor shall not disclose, except as otherwise specifically permitted by the Agreement or authorized by the person who is the subject of Confidential Information, any Confidential Information to anyone other than County without prior written authorization from the County Privacy Officer, except if disclosure is required by State or Federal law.

Contractor and its employees, agents, or subcontractors shall promptly transmit to County's Privacy Officer all requests for disclosure of any Confidential Information not emanating from the person who is the subject of Confidential Information.

4. **Safeguards.** Contractor shall implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of PHI and PI, to protect against anticipated threats or hazards to the security or integrity of PHI and PI, and to prevent use or disclosure of PHI or PI other than as provided for by the



Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirement to take any and all steps necessary to ensure the continuous security of all computerized data systems containing Confidential Information, and to protect paper documents containing Confidential Information.

Digital Accessibility

Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.1, level AA or most recent version. Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software, documents, videos, and/or trainings given and published by Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0594

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreements with Various Community Based Organizations (Prevention and Early Intervention)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign the following agreements in order to provide Prevention and Early Intervention (PEI) services under the County's Mental Health Services Act (MHSA) PEI Plan for the term July 1, 2023 through June 30, 2026:

1. Agreement No. 230372B with Mentis, Inc., for a maximum of \$97,540, for the provision of outreach and engagement services to BIPOC (Black, Indigenous, People of Color) College Students;
2. Amendment No. 2 to Agreement No. 210355B with Cope Family Center, Inc., for a maximum of \$90,000, for the continued coordination of multi-agency prevention services, outreach assessment, and brief mental health services for at-risk families throughout Napa County;
3. Amendment No. 2 to Agreement No. 210357B with Napa County Office of Education, for a maximum of \$80,000, for the continued services of its Student Assistance Program (SAP) in court and community schools to offer mental health screening, assessment, and PEI services to students at-risk of, or involved with, the juvenile justice system;
4. Amendment No. 2 to Agreement No. 210359B with Napa Valley Education Foundation, for a maximum of \$160,000, for the continued Student Assistance Programs in American Canyon Schools, to provide support groups, immediate support of students' emotional, safety, and physical health needs, and more intensive supports including individualized intervention support plans, individual mental health supports, and individual counseling from school social workers or other staff or referrals to community mental health providers as needed;
5. Amendment No. 2 to Agreement No. 210360B with On the Move, Inc., for a maximum of \$50,000, for the continued lesbian, gay, bisexual, transgender, and queer or questioning (LGBTQ+) assessments, cultural competency trainings, advocacy, outreach, and evaluation for Napa County; and
6. Amendment No. 2 to Agreement No. 210362B with UpValley Family Centers of Napa Valley, Inc., for a

maximum of \$80,000, for continued culturally-based group mentoring on-site at St. Helena and Calistoga Elementary and Junior/Senior high schools.

EXECUTIVE SUMMARY

Approval of today's actions will amend the current PEI agreements in order to extend the term of the agreements through June 30, 2026, for continued PEI services. These PEI agreements are awarded as the result of a competitive Request for Proposal (RFP) process.

All of the community-based organizations are local vendors.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Mental Health Services Act
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to enter into these specific agreements, however, the County receives funding subject to its contract with the State to fulfill the requirements of MHSA PEI.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the requested Fiscal Years 2023-2024 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If these agreements are not approved, the County would not be able to use MHSA PEI funds to provide these needed services.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

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.

BACKGROUND AND DISCUSSION

MHSA, which became law on January 1, 2005, is designed to expand mental health services in California with funding provided for PEI, to provide services to children, adults, and older adults; workforce education and training, and innovative programs. Napa County's plan for implementation of the PEI component of MHSA was developed with extensive local stakeholder input and community review. As required by law, the goal of the PEI Plan is to promote timely access to services for underserved demographic categories of Napa County residents. This is consistent with the larger diversity strategy of HHSA, as a whole, and HHSA's Mental Health division. The goal of the diversity strategy is to identify and reduce barriers that prevent county residents from accessing necessary and appropriate services, and to ensure that, once accessed, the services are as effective and

efficient as possible.

HHSa's Mental Health division recently issued two separate rounds of RFP for PEI projects and programs, in accordance with the community planning process and reviewed by the MHSA Stakeholder Advisory Committee. As a result of these RFPs, the following agreements are before the Board today:

1. Mentis, Inc. Agreement

The Students Connect Program focuses on reducing isolation in the BIPOC student population and increasing the knowledge of mental health issues, coping skills, and resources for assistance. The program promotes and encourages access to early intervention mental health services and increases connections between students and adults building college staff and faculty's capacity to support young people's wellness and healing from trauma.

2. Cope Family Center, Inc. Amendment

The Strengthening Families At-Risk Program provides screening, support groups, brief therapy, and referral to additional mental health services as needed for parents and caregivers.

3. Napa County Office of Education Amendment

The Student Assistance Program (SAP) provides screening, support and referrals to additional mental health services as needed for youth who are at-risk of developing more serious mental health issues.

4. Napa Valley Education Foundation Amendment

Formerly known as the American Canyon Student Assistance Program, the new American Canyon Mental Health Access Program will provide expanded screening, assessments, and referrals for students in American Canyon schools who are at-risk of developing mental health issues and in need of mental health support and services.

5. On the Move, Inc. Amendment

The LGBTQ Stigma and Discrimination Reduction program allows LGBTQ Connection to offer stigma and discrimination reduction programming, and mental health screening for the LGBTQ population as well as training for community providers on how to best serve the LGBTQ community.

6. UpValley Family Centers of Napa Valley, Inc. Amendment

UpValley Family Centers of Napa Valley's CLARO (Challenging Latinos to Access Resources and Opportunities) and CLARA (Challenging Latinas through Awareness, Resources, Action) Youth Mentoring Programs offer mental health screening, group and individual mentoring support, and referrals to additional mental health services as needed.

NAPA COUNTY AGREEMENT NO. 230372B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **MENTIS, INC.**, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS



WHEREAS, COUNTY wishes to obtain specialized services through Mentis' Students Connect program to provide outreach and engagement services to BIPOC (Black, Indigenous, People of Color) College Students, and participation in the Prevention and Early Intervention (PEI) program evaluation process; CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as “Sections” or “Paragraphs” interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ BELIA RAMOS, Chair of the Board of Supervisors	Signature 
ATTEST: NEHA HOSKINS, Clerk of the Board	ROB WEISS, Executive Director
By: _____	Signature 
DATE APPROVED BY THE BOARD: _____	JULISSA MARCENCIA, Board Secretary
Processed by: _____ Deputy	

Maximum Amount of this Agreement: \$97,540.00	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL
Term Expires: June 30, 2024	
Automatic renewal of term is modified.	By: <i>Rachel L. Ross</i> Date: April 10, 2023

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 230372B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services Agency
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Cassandra Eslami, Deputy Director of HHSA/Behavioral Health Director
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Rob Weiss, Executive Director, 709 Franklin Street, Napa, CA 94559
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify) .
- 1.7 The source of funding for this Agreement shall be: Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) funds
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Performance Agreement with the Department of Health Care Services—Napa County Agreement No. 170142B.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at <https://www.countyofnapa.org/DocumentCenter/> under “Departments/Health and Human Services/Administration/Contracts and Administration Documents” (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is “SECTION 2. General Terms and Conditions – Version 12”, which shall be referred to herein as the “General Terms and Conditions” and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10

(Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

- ☒ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).
- ☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).
- ☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).
- ☐ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).
- ☐ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).
- ☒ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).
- ☐ (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.
- ☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.
- ☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.
- ☒ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that

contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2025**,

under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)

Exhibit B: Compensation and Financial Reporting (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT A SCOPE OF WORK

Students Connect Prevention and Early Intervention (PEI) Program

**July 1, 2023, through June 30, 2024
(and each subsequent automatic annual renewal)**

BACKGROUND

Since the pandemic, BIPOC (Black, Indigenous, and People of Color) college students are experiencing higher rates of depression and anxiety than white students but are less likely to seek and receive mental health treatment. The Students Connect program provides peer-based and professional mental health prevention and early intervention services for BIPOC Napa County college students, ages 16-24, to reduce social isolation, trauma, and stress exacerbated by the COVID-19 pandemic.

PROGRAM OBJECTIVES

- Reduce isolation and increase students' knowledge of mental health issues, coping skills and resources for assistance.
- Promote and encourage access to early intervention mental health services.
- Increase connections between students and adults by building college staff and faculty's capacity to support young people's wellness and healing from trauma.

SERVICE DEFINITIONS

Outreach - CONTRACTOR shall conduct outreach and education activities to BIPOC students in Napa County Colleges.

Training - CONTRACTOR shall provide Question, Persuade, and Refer (QPR) and other trainings to BIPOC college students and educators.

Intake/Screenings/Assessment - CONTRACTOR shall screen BIPOC college students for depression, anxiety, social isolation, trauma, and stress using surveys and including the PHQ9 and GAD7 screening tools, and a QPR Training Exit Survey.

Referrals - CONTRACTOR shall refer BIPOC college students to mental health treatment services at the college, Mentis clinic, in the community, and/or County mental health, as needed.

PROGRAM DELIVERABLES

- 10 BIPOC students will be trained as peer ambassadors/counselors and lead wellness activities for their peers.
- 150 BIPOC youth will engage in youth-led prevention activities, including wellness campaigns, monthly meetups and weekly Wellness Cafés.

- 100 BIPOC students and educators will participate in mental health training and community education.
- 50 BIPOC students will be referred to mental health treatment services at the college, Mentis clinic and in the community.

EVALUATION

CONTRACTOR shall be required to participate in the Mental Health Division's PEI Evaluation process. The evaluation supports the implementation and fidelity to evidence-based and/or community-defined best practice and aligns program activities with current PEI regulations. The COUNTY reserves the right to change or adjust data requirements and evaluation process in order to align and adhere with changing State PEI regulations.

Based on current PEI regulations and program logic model, CONTRACTOR shall be required to report progress on the previously listed program deliverables, the following program outcomes, and other Program Service Tracking and Documentation as listed below:

Outcomes

- 85% of student participants will report decreased isolation, improved coping skills.
- 75% of student and educator participants will report improved knowledge of mental health and suicide risks and resources for assistance.
- 85% of educators will report increased capacity to support youth mental health and recovery.

Staff Supervision and Agency Responsibilities

To preserve the autonomy and efficient functioning of CONTRACTOR staff performing these services, direct supervision of all CONTRACTOR staff shall be the sole responsibility of CONTRACTOR. However, CONTRACTOR staff shall be expected to coordinate and cooperate with COUNTY staff to achieve maximum outcomes.

Program Service Tracking and Documentation Requirements

CONTRACTOR shall develop and maintain appropriate logs of organizational partnership meetings, outreach activities, workshops, screenings, and referrals. Data collection requirements are determined by PEI regulations and the Mental Health Division and the development of data collection tools will be supported by the evaluation as indicated. **CONTRACTOR shall submit reports of activities and outcome measures two (2) times per year** to the MHSA Project Manager.

Reporting Period	Reporting due date
July- December	January 31 st
January- June	July 31 st

The reports shall include, but not limited to, Organizational Partnerships, Outreach Data, Workshop Topics and Attendance, Participant Demographics, Number of Screenings and Referrals.

CONTRACTOR shall also track the success of the Students Connect PEI Program by measuring additional outcomes determined by CONTRACTOR and COUNTY through the development or revision of program logic models and outcomes report templates developed in consultation with COUNTY's Evaluator.

All reports shall be submitted on spreadsheet templates and forms provided by the COUNTY unless another reporting method is approved by the COUNTY. The COUNTY reserves the right to request additional information and data it may deem necessary.

CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring including but not limited to: ○ Service Logs ○ Client Demographic Logs ○ Events, services, and training sign-in sheets.
 - Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
 - Other documentation as needed
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- CONTRACTOR shall perform internal quality management activities, including chart/log audits. CONTRACTOR shall provide evidence of its internal quality management activities on a quarterly basis or upon request by the COUNTY.
- COUNTY shall monitor CONTRACTOR'S provision of services by conducting at least one contract monitoring meeting per year.
- COUNTY shall give a 30-day notice of the one contract monitoring meeting to the CONTRACTOR and shall specify the documentation that shall need to be available at the time of the visit.
- Contract monitoring meetings may require the review of the following documents: records which delineate outreach, services, trainings, etc. provided to specific groups, providers or organizations and the date of the outreach, services, training, etc. including documentation of educational training curriculum, and documentation of staff hours in providing the outreach, services, trainings, etc. The visit may also include a review of the documentation of CONTRACTOR'S internal quality management activities with a focus on key quality factors (such as the appropriateness of the educational training curriculum) and key risk factors (such as the adherence to Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) funding standards) as well as risks for the individual with mental illness. COUNTY may add additional elements to be reviewed at any time.

- COUNTY shall perform the contract monitoring meeting utilizing a contract monitoring tool. COUNTY shall provide CONTRACTOR with the opportunity to respond (within 30 days of the site visit) to the COUNTY'S written report of the contract monitoring meeting prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.
- CONTRACTOR is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving complaints by individuals with mental illness of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

ANNUAL REVIEW OF PERFORMANCE

CONTRACTOR shall meet in-person or virtually once a year with COUNTY to coordinate and review fulfillment of contract terms and addresses any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall provide cultural competence training, to all staff, and submit documentation of training, including sign in sheets and flyers. Staff can also participate in cultural competence trainings offered by COUNTY. Either CONTRACTOR or COUNTY provided cultural competency trainings are acceptable.

RECOGNITION OF COUNTY FUNDING

All press releases, media advisories, print material, other press material, and social media referencing programs funded by MHSA must include the following tagline at the bottom of the release/ advisory:

Mentis Students Connect Program is funded by Napa County Health and Human Services through Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds. It is one of several MHSA programs implemented by the Napa County Mental Health Division, which strives to improve mental health outcomes for individuals and families throughout the community.

CONFLICT RESOLUTION AND MEDIATION

In the event COUNTY or CONTRACTOR encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the Mental Health Director or designee, or CONTRACTOR executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of CONTRACT, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

MHSA ISSUES RESOLUTION PROCESS

If the CONTRACTOR is dissatisfied with any MHSA activity or process, the CONTRACTOR may submit a grievance by completing a MHSA Issue Resolution Form. The grievances may be submitted in writing, fax or on the COUNTY website:

[MHSA-Issue-Resolution-Form-1-27-2021 \(countyofnapa.org\)](https://www.countyofnapa.org/DocumentCenter/View/20453/MHSA-Issue-Resolution-Form-127-2021)
<https://www.countyofnapa.org/DocumentCenter/View/20453/MHSA-Issue-Resolution-Form-127-2021>

DECREASES IN STATE ALLOCATION OF MHSA FUNDS: BUDGET CONTINGENCIES

COUNTY may adjust or revise CONTRACTOR'S budget as needed due to increases or decreases in the amount of funds available for CONTRACTOR'S program(s). If it becomes necessary to reduce the CONTRACTOR's funding, COUNTY shall notify CONTRACTOR as soon as official notice has been received and COUNTY shall work with CONTRACTOR to prepare a revised budget plan and amend this agreement to reflect the increase or decrease of MHSA funds for Prevention and Early Intervention services.

EXHIBIT B COMPENSATION, FINANCIAL REPORTING, AND BUDGET

Mental Health Service Act (MHSA) Students Connect Prevention and Early Intervention (PEI) Program

**July 1, 2023, through June 30, 2024
(and each subsequent automatic annual renewal)**

I. COMPENSATION

CONTRACTOR shall be reimbursed for completion of the Students Connect PEI Program deliverables as described in Exhibit A. The CONTRACTOR must submit invoices to the MHSA Coordinator until the contract maximum is reached. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year. CONTRACTOR shall have the flexibility of transferring expenditure amounts between line items in the Program Budget, provided that no transfer shall exceed twenty percent (20%) of the line item from which funds are to be transferred. Any transfer in excess of 20% per line item must be approved in writing in advance by COUNTY Mental Health Director or designee.

II. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's MHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit invoices not more than monthly to the COUNTY's MHSA Coordinator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than 15 calendar days following receipt. CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. If the annual reconciliation provided by the CONTRACTOR shows that the actual expenditures for the services provided under the contract are less than the contract amount received by the CONTRACTOR, then the CONTRACTOR must refund all unspent funds to the COUNTY. The Program Budget detail is as follows:

A. EXPENDITURES		Total Amount
1. Human Resource Expenditures		\$73,817
This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/hourly/contract employees as appropriate.		
2. Operating Expenditures		\$11,000
This category includes expenses for the contractor and any subcontractor(s) related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach and promotional expenses.		
3. Subtotal Human Resources and Operating Expenditures		\$84,817
4. Administrative Overhead Attributable to the Project/Program	15%	\$12,723
5. TOTAL PEI PROGRAM BUDGET		\$97,540

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

- (a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).
- (b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.
- (c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

- 2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 Compensation.

- (a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval

as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of nonrenewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

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

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees

harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty

(30)

days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of

the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) **In General.** Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified

mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- (a) Waste Source Reduction and Recycled Product Content Procurement Policy.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."
- (c) Drug and Alcohol Policy.
- (d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.
- (e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected

Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was,

or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or

subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 Interpretation; Venue.

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

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

2.19 Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newlyhired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or preconstruction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by

the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 Conflict of Interest.

- (a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.
- (b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party’s job openings where such publication or distribution is directed to the general public.

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

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

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

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

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health

Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.countyofnapa.org.

- (b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.
- (c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.
- (d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.
- (e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.
- (f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.
- (g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.
- (h) CONTRACTOR agrees to abide by COUNTY’S policies entitled “Whistleblower Protections”, “The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes”, “Federal Anti-Kickback Prohibitions” and “Physicians Referrals – The Stark Law”. The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.
- (i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for

services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services- Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time

requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

- (a) CONTRACTOR shall provide such documentation as required by the Department

Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

- (b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

- (f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

- (g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

- (h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY

immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

- (a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.
- (b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.
- (c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.
- (d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

- (a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is

incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may

be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 Audit Report Requirements. If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

**NAPA COUNTY AGREEMENT NO. 210355B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210355B is effective as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **COPE FAMILY CENTER, INC.**, a California nonprofit corporation, whose mailing address is 707 Randolph Street, Napa, CA 94559, 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 June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210360B (hereinafter referred to as "Agreement") for CONTRACTOR in order to obtain a coordination of multi-agency prevention services; collaborative, assessment, outreach, and brief mental health services for at-risk families throughout Napa County; and

WHEREAS, on or about July 1, 2021, the Parties amended the Agreement to decrease the contract maximum on page 1 of the Agreement, commencing in Fiscal Year 2022-2023, and each automatic renewal thereof; replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1 (Compensation and Financial Reporting Exhibits).

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2026.

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. Specific Terms and Conditions 3.5 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 210355B as of the first date written above.

COPE FAMILY CENTER, INC.

By 
MICHELE GRUPE, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Rachel L. Ross (e- signature) Date: April 10, 2023	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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**NAPA COUNTY AGREEMENT NO. 210359B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210359B is effective as of this 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **NAPA VALLEY EDUCATION FOUNDATION**, a California nonprofit corporation, whose mailing address is 2425 Jefferson St., #103, Napa, CA 94559, 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 June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210359B (hereinafter referred to as "Agreement") for CONTRACTOR in order to obtain Student Assistance Programs in American Canyon Schools, establishment of a Student Assistance Program Core Team, and collaborate with the American Canyon Home Visitation Prevention and Early Intervention (PEI) Project; and

WHEREAS, on or about October 18, 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, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2026.

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. Specific Terms and Conditions 3.5 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to

acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 210359B as of the first date written above.

NAPA VALLEY EDUCATION FOUNDATION

By Holly Koford
HOLLY KOFORD, President of the Board

By Chuck McMinn
CHUCK MCMINN, Secretary of the Board

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of

Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: 4/10/2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Signature: *Holly Koford*
Holly Koford (Apr 10, 2023 11:40 PDT)
 Email: hkoford@comcast.net

Signature: *Chuck McMinn*
Chuck McMinn (Apr 10, 2023 12:02 PDT)
 Email: chuck@vineyard29.com

**NAPA COUNTY AGREEMENT NO. 210357B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210357B is effective as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **NAPA COUNTY OFFICE OF EDUCATION**, a public educational institution, whose mailing address is 2121 Imola Avenue, Napa, CA 94559, 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 June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210357B (hereinafter referred to as "Agreement") for CONTRACTOR to expand its Student Assistance Program (SAP) at Napa County Court and community schools to offer mental health screening, assessment, and Prevention Early Intervention (PEI) services to students at-risk of or involved with the juvenile justice system; and

WHEREAS, on or about September 13, 2022, the Parties amended the Agreement to decrease the contract maximum on page 1 of the Agreement, commencing in Fiscal Year 2022-2023, and each automatic renewal thereof; replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1(Compensation and Financial Reporting Exhibits).

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2026.

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. Specific Terms and Conditions 3.5 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 210357B as of the first date written above.

NAPA COUNTY OFFICE OF EDUCATION

DocuSigned by:
Barbara Nemko
By _____
562A49729E0B413...
Dr. BARBARA NEMKO, Superintendent of Schools

DocuSigned by:
[Signature]
By _____
B2589DEC0A51432...
JOSHUA SCHULTZ, Deputy Superintendent of Schools

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross (e-signature)</i></p> <p>Date: 4/10/2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**NAPA COUNTY AGREEMENT NO. 210360B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210360B is effective as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **ON THE MOVE, INC.**, a California nonprofit corporation, whose mailing address is 780 Lincoln Ave., 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 June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210360B (hereinafter referred to as "Agreement") for CONTRACTOR to obtain LGBTQ assessments, cultural competency trainings, advocacy, outreach, and evaluation for Napa County; and

WHEREAS, on or about October 18, 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; replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1(Compensation and Financial Reporting Exhibits).

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2026.

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. Specific Terms and Conditions 3.5 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 210360B as of the first date written above.

ON THE MOVE, INC.

By Alissa dy Abdo
ALISSA ABDO, Executive Director

By John Way
JOHN WAY, Director of Finance and Operations

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of
Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Rachel L. Ross</i> (e- signature) Date: April 24, 2023	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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**NAPA COUNTY AGREEMENT NO. 210362B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210362B is effective as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **UPVALLEY FAMILY CENTERS OF NAPA VALLEY, INC.**, a California nonprofit corporation, whose mailing address is 1440 Spring Street, St. Helena, CA 94574, 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 June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210362B (hereinafter referred to as "Agreement") for CONTRACTOR in order to obtain culturally-based group mentoring on-site at St. Helena and Calistoga Elementary and Junior/Senior high schools and to also include Medi-Cal Administration Activities language for CONTRACTOR to report MAA outreach and application facilitation; and

WHEREAS, on or about October 18, 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; replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1(Compensation and Financial Reporting Exhibits).

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2026.

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. Specific Terms and Conditions 3.5 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 210362B as of the first date written above.

UPVALLEY FAMILY CENTERS OF NAPA
VALLEY, INC.

By 
JENNY OCON, Executive Director

By 
FRED HIPPI, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of
Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: 4/14/2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0597

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Amendment No. 3 to Agreement 220359B with Advocates for Human Potential (AHP)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Revenue Agreement No. 220359B for up to \$181,500 in the current fiscal year with Advocates for Human Potential (AHP) replacing the current Statement of Work and Payment Schedule to update the number of billing quarters for direct services for the administration of the Mobile Response Team (MRT).

EXECUTIVE SUMMARY

Approval of today's requested action will allow the following changes to be made to the Crisis Care Mobile Units (CCMU) Grant Contract that is used for MRT:

1. Replace the previous Statement of Work with the attached Statement of Work (Attachment D); and
2. Replace the previous Payment Schedule with the attached Payment Schedule (Attachment E).

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Mental Health Services Act
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While approval of this Agreement is discretionary, Napa County has received funding for the California Department of Health Care Services CCMU Program. These funds will assist the MRT in Napa County.

Is the general fund affected?

No

Future fiscal impact:

Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:

Napa County Mental Health Division will forgo awarded CCMU funds and the contractor will lose the opportunity to serve a facet of the population that is in great need of specialty mental health services.

County Strategic Plan pillar addressed:

Healthy, Safe, and Welcoming Place to Live, Work, and Visit

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.

BACKGROUND AND DISCUSSION

HHSA's Mental Health Division applied for and was awarded CCMU grant funding from California Department of Health Care Services (DHCS) to support and expand behavioral health mobile crisis and non-crisis responses. DHCS has contracted with Advocates for Human Potential, Inc. (AHP) to administer this grant and to ensure the program outcomes of the grant are met. This grant was previously accepted and received by Napa County on June 21, 2022.

Approval of today's action ensures compliance with the State's requirement to replace the Statement of Work and Payment Schedule. These updates affect the deliverables and due dates in regard to direct services and are tied to Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) funding that was required to be fully expended by December 31, 2022.

Modification #3 to Subcontract Agreement

Subcontract ID: 7460-CA MOBILE CRISIS (CCMU-IMPL)-NAPA-01G

Subcontract Effective Date: As of September 1, 2021

Extension/ Modification Date: Effective as of March 16, 2023

Subcontractor: NAPA COUNTY ("NAPA")
ATTN: Jim Diel, Assistant Director of HHSA, MH Director
1195 Third Street, Suite B-10, Napa, CA 94558
Phone: (707) 253-4174
Email address: jim.diel@countyofnapa.org

Contract ID: Client: California Department of Health Care Services
Agreement No.: 21-10349
Contract Title: "Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"

AHP Staff Contact(s): AHP Project Director: Monica Reeves
Tel: (978) 261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to this Subcontract Agreement: 7460-CA MOBILE CRISIS (CCMU-IMPL)-NAPA-01G, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

1. The Subcontract ID going forward shall be designated as "7460-CA MOBILE CRISIS (CCMU-IMPL)-NAPA-01G"
2. Direct service (CRRSAA) deliverables under Q2 (1/1/22 – 3/31/22) are moved to Q4 (7/1/22 – 9/30/22).
3. Direct service (CRRSAA) deliverables under Q6 (1/1/23 – 2/14/23) are moved to Q5 (10/1/22 – 12/31/22). No Q6 deliverables are due.
4. The **Revised** Statement of Work ("SOW"), is attached hereto as Attachment D and reflects all deliverables due under the Subcontract.

5. The **Revised** Payment Schedule, is attached hereto as Attachment E and reflects all payments due for the Subcontract.
6. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.
7. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S),
TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

<input checked="" type="checkbox"/>	ATTACHMENT D	REVISED SOW
<input checked="" type="checkbox"/>	ATTACHMENT E	REVISED PAYMENT SCHEDULE

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	NAPA COUNTY
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i> CHARLES GALLAND	<i>Printed Name:</i>
<i>Title:</i> CHIEF OPERATING OFFICER	<i>Title:</i>
<i>Date:</i>	<i>Date:</i>

Approved as to form:
Napa County Counsel
Dated: 3/24/2023

/S/ Rachel Ross
Rachel Ross, Deputy

REVISED STATEMENT OF WORK

Agency Name: Napa County HHSA Mental Health

Implementation SOW Start Date: September 15, 2021

Implementation SOW End Date: June 30, 2025

[illegible]

		1.00 FTE with benefits (Mental Health Director)		
2.	7460.01-002-0000 Quarter 3 4/1/22 – 6/30/22	INFRASTRUCTURE (BHCIP Funds) Activities/Deliverables that build the CCMU Infrastructure a. Vehicle related costs for CCMU (\$2,500.00) Purchase ongoing vehicle maintenance, gas, and insurance x three (3) months b. Trainings (\$52,500.00) Purchase the following trainings: <ul style="list-style-type: none"> • Crisis Response/De-escalation • Strength-based Approach • Clinical Training/Assessment • Community Mapping • Crisis Intervention Training • Training and Technical Assistance (evidence-based practice implementation and model fidelity) 	\$55,000.00	6/30/22
Year 1 Total			\$167,000.00	
3.	7460.01-002-0001 Quarter 4 7/1/22 – 9/30/22	DIRECT SERVICES (Coronavirus Response and Relief Services Appropriations Act [CRRSAA] Funds) Deliver Mobile Crisis Response Services through one (1) CCMU team <ul style="list-style-type: none"> • Hire 4.00 FTEs with benefits (Licensed/Registered Mental Health Counselor) • Hire 1.00 FTE with benefits (Senior Mental Health Worker) • Purchase items to assist with community engagement activities x 3 months 	\$62,500.00	9/30/22
4.	7460.01-002-0001 Quarter 5 10/1/22 – 12/31/22	DIRECT SERVICES (CRRSAA Funds) Deliver Mobile Crisis Response Services through one (1) CCMU team <ul style="list-style-type: none"> • Hire 4.00 FTEs with benefits (Licensed/Registered Mental Health Counselor) • Hire 1.00 FTE with benefits (Senior Mental Health Worker) • Purchase items to assist with community engagement activities x 3 months 	\$62,500.00	12/31/22

		<ul style="list-style-type: none"> Community Mapping Crisis Intervention Training Training and Technical Assistance (evidence-based practice implementation and model fidelity) <p>c. Marketing for CCMU services (\$7,000.00) Purchase printing and material for marketing, community outreach, and education x three (3) months</p> <p>d. Data Collection, Analysis and Quarterly Reporting for CCMU (\$30,000.00) Create data tracking workflow(s) and monthly data reports, and analysis to ensure adherence to grant deliverables and expected outcomes, utilizing: 1.00 FTE with benefits (Staff Services Analyst II) 1.00 FTE with benefits (Asst. Mental Health Director)</p>		
Year 3 Total			\$98,000.00	
7.	7460.01-002-0000 Quarter 15 4/1/25 – 6/30/25	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> One (1) software/license @ \$500.00 Three (3) months service for five (5) phones @ \$700.00 each Six (6) MRT Uniforms @ \$333.33 each Activities/Deliverables that build the CCMU Infrastructure <p>a. Vehicle related costs for CCMU (\$2,500.00) Purchase ongoing vehicle maintenance, gas, and insurance x three (3) months</p> <p>b. Trainings (\$8,000.00) Purchase following trainings:</p> <ul style="list-style-type: none"> Crisis Response/De-escalation Strength-based Approach Clinical Training/Assessment Community Mapping Crisis Intervention Training Training and Technical Assistance (evidence-based practice implementation and model fidelity) <p>c. Marketing for CCMU services (\$7,000.00) Purchase printing and material for marketing, community outreach, and education x three (3) months</p> <p>d. Data Collection, Analysis and Quarterly Reporting for CCMU (\$30,000.00)</p>	\$6,000.00 \$47,500.00	6/30/25

		Create data tracking workflow(s) and monthly data reports, and analysis to ensure adherence to grant deliverables and expected outcomes, utilizing: 1.00 FTE with benefits (Staff Services Analyst II) 1.00 FTE with benefits (Asst. Mental Health Director)		
Year 4 Total			\$53,500.00	
CONTRACT TOTAL			\$500,000.00	

ATTACHMENT E
REVISED PAYMENT SCHEDULE
Napa County HHSA Mental Health MOD

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	\$67,000.00 \$6,000.00 \$6,000.00 \$6,000.00
Total Equipment		\$85,000.00

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 2: 01/01/22 – 3/31/22	Progress Report detailing progress made towards Deliverable 1	\$45,000.00
Quarter 3: 04/01/22 – 6/30/22	Progress Report detailing progress made towards Deliverable 2	\$55,000.00
Quarter 4: 07/01/22 – 9/30/22	Progress Report detailing progress made towards Deliverable 3 (CRRSAA funds)	\$62,500.00
Quarter 5: 10/01/22 – 12/31/22	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds)	\$62,500.00
Quarter 7: 4/1/23 – 6/30/23	Progress Report detailing progress made towards Deliverable 5	\$50,500.00
Quarter 11: 4/1/24 – 6/30/24	Progress Report detailing progress made towards Deliverable 6	\$92,000.00
Quarter 15: 4/1/25 – 6/30/25	Progress Report detailing progress made towards Deliverable 7	\$47,500.00
Total Deliverables and Other Directs		\$415,000.00
Total Deliverables, Other Direct and Equipment		\$500,000.00



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0601

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Amendment No. 2 to Agreement No. 180245B with Lytle, Inc., dba Hobart Sales and Service

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 180245B with Lytle, Inc., dba Hobart Sales and Service with no change to the contract maximum of \$20,000 per fiscal year, extending the term of the Agreement through June 30, 2026, and updating the Scope of Work and Compensation exhibits, to provide kitchen and vaccination storage equipment repair, servicing and maintenance.

EXECUTIVE SUMMARY

Approval of today's action will amend the current agreement to extend the term through June 30, 2026; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to add language to include vaccination storage equipment servicing; and replace Exhibit B-1 with Exhibit B-2 (Compensation) to clarify rates for continued required service, maintenance and repair for refrigeration and kitchen equipment essential to HHSA programs.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services-Multiple Divisions
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without this Agreement, HHSA will not have continued access to essential equipment repairs.
Is the general fund affected?	No

Future fiscal impact:	Appropriations have been included in the requested Fiscal Year 2023-2024 budget and future fiscal years will be budgeted accordingly
Consequences if not approved:	If not approved, HHSA will be unable to have kitchen and vaccine storage equipment repaired if needed.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

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.

BACKGROUND AND DISCUSSION

HHSA owns and operates industrial refrigeration and appliance equipment at the 2751 Napa Valley Corporate Drive location. This equipment is used for long term cold storage of critical medications, and vaccines, administered by Public Health Division programs-including the flu and the Covid-19 vaccines. Equipment is also used for food storage and preparation in the HHSA on-site kitchen and off-site residential substance use disorder treatment facility. These programs support the health and well-being of clients in recovery and other safety net programs through the provision of meals.

Equipment used for cold storage in these programs must be fully operational in order to avoid any delays or interruptions of service, must be serviced regularly to meet requirements for vaccine and medication storage, and must meet all applicable health codes regarding the operation of a food service facility.

Hobart Sales and Service is a distributor and servicer of commercial and industrial refrigeration and kitchen equipment. Their factory trained technicians have expertise in servicing and troubleshooting the specific brands and equipment owned and operated by HHSA. Approval of this amendment extends our current agreement with Hobart Sales and Service through June 30, 2026, in order to continue performing the required service, maintenance and repair for refrigeration and kitchen equipment essential to HHSA programs.

**NAPA COUNTY AGREEMENT NO. 180245B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 180245B is effective the 1st of July, 2023, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **LYTLE, INC. dba HOBART SALES AND SERVICE**, 905 W. College Avenue, Santa Rosa, CA 95401, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about January 25, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180245D (hereby re-named No. 180245B and hereinafter referred to as the "Agreement") for CONTRACTOR to provide services for kitchen and vaccination storage equipment repair, servicing and maintenance; and

WHEREAS, on or about July 1, 2018, the Parties amended the Agreement to increase the annual contract maximum; revise Exhibit A (Scope of Work) and Exhibit B (Compensation); modify Specific Term and Condition 3.4 to extend the Agreement through June 30, 2023; and add a Specific Term and Condition to delegate authority to the COUNTY's Director of Health and Human Services to approve future rate change amendments to Exhibit B of this Agreement, provided that such amendments do not increase the maximum amount payable under this Agreement; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.4 to extend the term of the Agreement through June 30, 2026; and modify Exhibit A (Scope of Work) and Exhibit B (Compensation).

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

TERMS

1. Specific Terms and Conditions 3.4 is amended to read in full as follows:

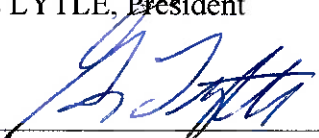
Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Exhibit A-1 is hereby replaced with “Exhibit A-2” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “A-1” shall refer to “Exhibit A-2” commencing as of the effective date of this Amendment No. 2.
3. Exhibit B-1 is hereby replaced with “Exhibit B-2” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “B-1” shall refer to “Exhibit B-2” commencing as of the effective date of this Amendment No. 2.
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 FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 of Napa County Agreement No. 180245B, effective as of the date first above written.

By: 
JULIE LYTLE, President

By: 
GREG LYTLE, Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS
Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: By: Rachel L. Ross (e-signature) Deputy County Counsel Date: 4/17/23	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-2
SCOPE OF WORK

July 1, 2023 through June 30, 2024
(and each subsequent automatic annual renewal)

CONTRACTOR shall repair and maintain all kitchen and vaccination cold storage equipment at Napa County Health and Human Services Agency located at 2751 Napa Valley Corporate Drive, Napa, CA 94558; and, similar equipment owned by the COUNTY at the residential treatment facility located at 2100 Napa-Vallejo Hwy, Napa, CA 94559.

Equipment used in preparation and storage of items for food service must be fully operational in order to avoid any delays, or interruptions, of service and must meet all applicable health codes regarding the operation of a food service facility. Equipment used to store vaccinations must be serviced annually. Hobart technicians should be familiar with the Temp Amour product, troubleshoot possible issues, and communicate with Temp Amour IT support when responding to an issue.

- A. CONTRACTOR shall furnish all labor, transportation, equipment, testing equipment, control equipment, supervision, and expertise necessary to maintain and provide service and repair on all COUNTY-owned equipment.
- B. It is CONTRACTOR's responsibility to ensure that all COUNTY-owned kitchen equipment utilized by COUNTY at the above-referenced locations is in satisfactory working condition for preparing meals at time of repair.
- C. It is CONTRACTOR's responsibility to ensure that all COUNTY-owned vaccination equipment utilized by COUNTY at the above-referenced locations is in satisfactory working condition for storing vaccinations at time of repair.
- D. It is CONTRACTOR's responsibility to service all COUNTY-owned kitchen equipment utilized by COUNTY at the above-referenced locations annually.
- E. All work performed by CONTRACTOR shall be completed during the hours of 8:00 AM through 5:00 P.M unless otherwise scheduled by the Contract Manager or designee.
- F. Written estimate must be provided for work and approved by Contract Manager or designee prior to CONTRACTOR performing any services.
- G. CONTRACTOR shall keep the work area clean while the service is provided and leave the work area clean and free of materials, debris, and vendor equipment.
- H. CONTRACTOR shall remove and dispose of all defective materials in accordance with all applicable rules, regulations, codes, laws, ordinances, and statutes.
- I. CONTRACTOR technicians responding to a service call shall report to the job site and have the appropriate service manuals, proper tools and test instruments and factory-supplied repair parts.
- J. CONTRACTOR's technicians responding to a service call shall immediately contact COUNTY upon arrival at job site.
- K. CONTRACTOR's technical representatives shall be available for calls on specific problems should they occur, Monday through Friday 8:00 AM to 5:00 PM.

EXHIBIT B-2
COMPENSATION

July 1, 2023 through June 30, 2024
(and each subsequent automatic annual renewal)

Shift	Labor Rates
Regular Hours (Mon – Fri, 8 AM – 5 PM)	\$176.00/ hour
After Hours/ Weekend/Holidays	\$264.00/hour

CONTRACTOR shall be compensated for on-call repairs, equipment, replacement parts, and servicing of kitchen and vaccination storage equipment as specified in Exhibit A for those services that have been pre-approved by COUNTY.

CONTRACTOR shall only be reimbursed for parts and labor listed in the initial approved quote by the COUNTY and delivered by CONTRACTOR. In order to be reimbursed, CONTRACTOR shall produce an itemized invoice for any additional services, or parts, provided to the COUNTY. CONTRACTOR shall provide the location on the invoice for the service location.

Compensation to CONTRACTOR shall include all professional services, travel, mileage, and service charges.

CONTRACTOR shall submit invoices to COUNTY within thirty (30) days of providing services.

MAXIMUM COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED \$20,000.00 PER FISCAL YEAR.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0603

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Amendment No. 1 to Agreement No. 230104B with David Mellow dba Medical Emergency Dynamics

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230104B with David Mellow dba Medical Emergency Dynamics for a new contract maximum of \$10,000 for Fiscal Year 2022-2023, and each subsequent renewal, for the provision of cardiopulmonary resuscitation (CPR) and First Aid training to licensed Resource Families and Resource Family applicants and CPR, First Aid and automated external defibrillator (AED) training to required health care staff within HHSA.

EXECUTIVE SUMMARY

Approval of today's action will increase the maximum contract amount by \$5,000, a new contract maximum of \$10,000, in order to accommodate an expansion of services to all HHSA staff required to maintain CPR/AED/First Aid certification.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services-Multiple Divisions
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:	If not approved, HHSA employees will not have the opportunity to receive and maintain their CPR/AED and First Aid certification.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

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.

BACKGROUND AND DISCUSSION

The previous Napa County Safety Officer was a certified trainer who was able to provide these required trainings to all County staff. However, the County no longer requires that the Safety Officer be a certified trainer and therefore, HHSA must now provide these trainings to staff that are required to maintain these certifications.

HHSA currently has a contract with Medical Emergency Dynamics to provide CPR/First Aid Training through the CWS Division for Resource Families and Resource Family Applicants. HHSA maintains several classifications that require CPR/AED and First Aid Certification, primarily in the Public Health Division. Approval of this amendment incorporates an updated Scope of Work and alternate fee structure for the provision of CPR/AED and First Aid courses to all HHSA employees who are required to maintain such certification.

**NAPA COUNTY AGREEMENT NO. 230104B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230104B is effective as of the 1st day of February 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **DAVID MELLOW dba MEDICAL EMERGENCY DYNAMICS**, whose mailing address is 2442 Trower Avenue, 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, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230104D (hereinafter referred to as "Agreement") for CONTRACTOR to provide cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) First Aid training to licensed Child Welfare Services Resource Families and Resource Family applicants in English and/or Spanish; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to increase the contract maximum on page 1 of the Agreement, commencing in Fiscal Year 2022-2023, and each automatic renewal thereof, replace "Exhibit A" with "Exhibit A-1" (Scope of Work) and "Exhibit B" with Exhibit B-1" (Compensation and Expense Reimbursement), in order to extend training and certification to all Health and Human Services Agency Divisions.

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 **\$10,000 Ten Thousand Dollars (\$10,000.00)**, reflecting an increase of **Five Thousand Dollars (\$5,000.00)**; 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 is hereby replaced with "Exhibit A-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit A shall refer to "Exhibit A-1" commencing as of the effective date of this Amendment No. 1.
3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit B

shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment No. 1.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 230104B as of the first date written above.

DAVID MELLOW dba EMERGENCY MEDICAL
DYNAMICS

By 
DAVID MELLOW

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of
Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: 4/10/2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1
SCOPE OF WORK

February 1, 2023 through June 30, 2023
(and each subsequent automatic renewal)

RESOURCES FAMILIES TRAINING

1. The services of the CONTRACTOR are being used to prepare COUNTY Resource Families, specifically Resource Family applicants and renewals who require specific trainings for licensure, to receive adult, child and infant CPR in a hands-on setting, and to receive an accredited CPR certificate of completion.
2. CPR & First Aid Training: Several group trainings for no fewer than 10 students will be held at a location determined by mutual agreement between COUNTY and CONTRACTOR. The training cost will be \$35 per student and will be offered in both English and Spanish. CONTRACTOR will provide the training and 2-year certification and recertification. CONTRACTOR will assure that training meets the American Heart Association and Red Cross guidelines for an age appropriate CPR and first aid course.

HHSA STAFF TRAINING

CONTRACTOR shall provide cardiopulmonary resuscitation (CPR) and First Aid training services to staff within Napa County Health and Human Services Agency (HHSA).

1. CONTRACTOR shall provide CPR/AED and/or First Aid trainings for non-healthcare providers. Trainings shall conform to American Heart Association requirements and may include foreign body obstruction and infant/child CPR. Class size shall be up to 20 participants for a length of 3-4 hours.
2. CONTRACTOR shall provide CPR/AED, and/or First Aid trainings for healthcare providers. This training shall conform to American Health Association requirements. Class size shall be up to 20 participants for a length of 3-4 hours for recertifications, and 6 hours for new students.
3. Trainings shall occur at a time and place to be determined by mutual agreement between the COUNTY and CONTRACTOR. Instruction shall be provided in a hands-on setting.
4. CONTRACTOR shall award an accredited CPR Certificate or First Aid Certificate, as appropriate to the training provided, to each participant upon successful completion of the training.

EXHIBIT B-1
COMPENSATION AND EXPENSE REIMBURSEMENT

February 1, 2023 through June 30, 2023
(and each subsequent automatic renewal)

Total payments shall not exceed \$10,000.00 per fiscal year. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

CONTRACTOR shall not receive reimbursement in the event a CPR or First Aid course is cancelled 24 hours in advance of the scheduled course. COUNTY shall notify CONTRACTOR of the cancellation via e-mail at davidmellow@aol.com or voice mail at (707) 738-4856.

CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than 60 days after the provision of service.

RESOURCES FAMILIES TRAINING

CONTRACTOR shall be reimbursed for services rendered hereunder in the amount of \$35 per student per CPR or First Aid training session, and the certification card at rates specified below.

CONTRACTOR shall not receive reimbursement for any additional costs or expenses incurred in connection with the services rendered under this contract.

Certification card rates:

American Heart Association (AHA) for CPR:	\$20.00 each
American Safety & Health Institute (ASHI) for First Aid:	\$12.00 each

Compensation shall be made in accordance with clauses 2.3 and 2.4 in Exhibit C, attached hereto and incorporated by this reference.

HHSa STAFF TRAINING

1. Fees for CPR/AED (or First Aid) training for non-healthcare providers is \$35 per participant with a minimum class fee of \$280 (calculated for up to 8 participants). Any additional participant over 8 people will be charged \$35/per person. Certification card is \$20/participant.
2. Fees for CPR/AED (or First Aid) training for healthcare providers is \$90 per participant for new students with a minimum class fee of \$720 (calculated for up to 8 participants). Any additional participant over 8 people will be charged \$90/per person. Class fee for

recertifying participants is \$65, with a minimum class fee of \$520 (calculated for up to 8 participants). Any additional participant over 8 people will be charged \$65/per person. Certification card is \$10/participant.

3. CONTRACTOR shall submit invoices via e-mail, to the Deputy Director of HHSA – Operations within 60 days of the end of the month that the training was provided. Invoices must include the following information:
 - a. Name and contact information of the CONTRACTOR
 - b. Name of the training
 - c. Date that the training was provided
 - d. Amount of the invoice

A list of the attendees for every training shall be sent to the Deputy Director of HHSA – Operations for every session coinciding with an invoice.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0670

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services
SUBJECT: Affordable Accessory Dwelling Unit Forgivable Loan Program Documents

RECOMMENDATION

Director of Housing & Homeless Services requests review of form loan and covenant documents developed for the Affordable Accessory Dwelling Unit Forgivable Loan Program and adoption of a Resolution authorizing the County Executive Officer or designee to sign the loan documents in substantial compliance with the form documents, as approved by County Counsel.

EXECUTIVE SUMMARY

On November 29, 2022, the Board of Supervisors approved the underwriting guidelines for the Napa County Affordable Accessory Dwelling Unit (AADU) Forgivable Loan Program. Today's action requests review of the new form documents which will be used for each of the future individual AADU Loans, and the adoption of a resolution authorizing the County Executive Officer or designee to sign all transaction documents related to the AADU Loan program.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to establish an AADU Loan Program, or designate signing authority to the CEO or designee.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Designating signing authority will alleviate the need to coordinate signatures for time-sensitive loan funding between program staff and the Chair of the Board, improving efficiency and effectiveness of program administration for staff and
County Strategic Plan pillar addressed:	Livable Economy for All

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.

BACKGROUND AND DISCUSSION

On November 29, 2022, the Board approved the underwriting guidelines for the Napa County AADU Forgivable Loan Program. The program provides forgivable construction loans for the development of ADUs in exchange for commitments to rent the ADU at rates affordable to households earning up to 80% Area Median Income (AMI) for a period of not less than five years or 60 months. Today's action requests review of the new form documents which will be used for future individual AADU Loans, and adoption of a resolution authorizing the County Executive Officer or designee to sign all transaction documents related to the AADU Loan program, as approved by County Counsel's Office and in substantial compliance with the form documents. The form transaction documents are a Loan Agreement, the Deed of Trust, the Promissory Note, and the Regulatory Agreement.

ACCESSORY DWELLING UNIT LOAN AGREEMENT
(Affordable Accessory Dwelling Unit Forgivable Loan Program)

This Accessory Dwelling Unit Loan Agreement (this "**Agreement**") is entered into as of _____, 20__ (the "**Effective Date**"), by and between the County of Napa, a political subdivision of the State of California (the "**County**"), and _____ ("**Borrower**"). The County and Borrower are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Pursuant to County Board of Supervisors Resolution No. XXXX-XX, the County operates an Affordable Accessory Dwelling Unit Forgivable Loan Program (the "**Program**") for the purpose of encouraging the production of affordable units in Napa County by easing the financial burden required for and incentivizing the creation of accessory dwelling units ("**ADUs**") on parcels with new or existing owner-occupied single-family homes located in the County.

B. Under the Program, the County provides participating eligible homeowners with financing in the form for a forgivable, deferred payment loan to finance a portion of the cost to create an ADU on the homeowner's property. The Program requires the newly created ADU to be rented to an eligible low-income household in accordance with the County's AADU Forgivable Loan Program Guidelines ("**Program Guidelines**").

C. Borrower is the owner and occupant of the single-family home located in the County at _____ (as more particularly described in Exhibit A attached to this Agreement, the "**Property**"), and has applied to participate in the Program. The County has reviewed the Borrower's application to participate in the Program and has determined that Borrower is eligible to participate in the Program.

D. In accordance with the terms and conditions set forth in this Agreement and the Program Guidelines (which are incorporated in this Agreement by this reference), the County has agreed to provide a loan to the Borrower to finance the construction of an ADU on the Property.

E. The Parties wish to enter into this Agreement in order to set forth the terms and conditions of Borrower's participation in the Program, Borrower's obligations with respect to the use of the loan proceeds and construction of the ADU, and the County's role with respect to the Program administration and oversight of the construction work.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Incorporation of Recitals. The Parties acknowledge the accuracy of the Recitals, which by this reference are incorporated into this Agreement.

Section 2. Loan. The County will provide a loan to Borrower in an amount not to exceed [_____ **Dollars (\$ _____)**] (the "**Loan**") to finance the construction of an ADU on the Property. As more particularly described in the Note (defined below), the Loan will be a deferred payment, three percent (3%) interest loan forgivable over a five (5) year term provided that Borrower complies with the rent and occupancy restrictions set forth in the Regulatory Agreement (defined below). Borrower will execute and deliver to the County a Secured Promissory Note in the amount of the Loan, in a form provided by the County (the

"Note"), and will execute a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, in a form provided by the County (the "**Deed of Trust**"), to secure Borrower's obligations. Borrower and the County will enter into an Affordable Housing Regulatory Agreement and Restrictive Covenants that imposes rent and occupancy restrictions, in a form provided by the County (the "**Regulatory Agreement**"), to evidence affordability and occupancy requirements. This Agreement, the Note, the Deed of Trust, and the Regulatory Agreement are collectively referred to in this Agreement as the "**Loan Documents**." The Deed of Trust and Regulatory Agreement will be recorded against the Property concurrently with the closing of the Loan, to secure compliance with the Program Guidelines and the Loan Documents, and repayment of the Loan upon the occurrence of a Default (as defined below in Section 11). The terms of the Note, Deed of Trust, and Regulatory Agreement are all incorporated into this Agreement by reference.

(a) Loan Components. The Loan consists of the following components:

(i) The "**Base Component**" is the portion of the Loan in an amount not to exceed [_____ Dollars (\$_____)] that is being made available to Borrower to fund construction of the [*Studio, 1-bedroom or 2-bedroom*] ADU in accordance with a construction contract to be executed by and between Borrower and a County approved contractor ("**Contractor**"). Among other requirements, the Contractor must be licensed by the California Contractors State License Board.

(ii) The "**Incentives Component**" is the portion of the Loan in an amount not to exceed [_____ Dollars (\$_____)] that is being made available to Borrower to fund: (1) building permits and fees associated with the construction and operation of the ADU; (2) use of pre-reviewed plans from Napa Sonoma ADU Center (www.napasonomaadu.org), if applicable; (3) closing costs and fees related to conventional loan financing, if applicable; and (4) the cost of securing California Housing Financing Authority ("CalHFA") state grant funds, if applicable.

Section 3. Conditions Precedent to Disbursement of Loan Proceeds. The County's obligation to disburse the Loan Proceeds to the Managed Construction Escrow Account (as defined below) are expressly conditioned upon the satisfaction or written waiver by the County of the following conditions precedent:

(a) No Material Adverse Change. There exists no material adverse change in the financial condition of Borrower from that shown by data and other information furnished by Borrower to the County prior to the Effective Date of this Agreement.

(b) No Breach. There exists no condition, event, act, or omission which constitutes a breach or Default (as defined in Section 9 of this Agreement) under any of the Loan Documents, or which would constitute such a breach or Default after notice or the lapse of time or both.

(c) Loan Documents. Borrower has executed, acknowledged (as applicable), and delivered to the County all of the Loan documents, and the Deed of Trust and Regulatory Agreement will be recorded against the Property in the Napa County Recorder's Office concurrently with the close of escrow of the Loan.

(d) Managed Construction Escrow Account. Borrower has furnished to the County information for an established Managed Construction Escrow Account. For the purposes of this Agreement, a "**Managed Construction Escrow Account**" refers to a County approved third party holding an account for funds for construction of the ADU. Borrower is required to establish and provide proof of a Managed Construction Escrow Account even if, outside of the Base Component, Borrower intends to fund construction of the ADU with cash.

(e) Insurance. Borrower has furnished to the County evidence of insurance coverage satisfying the requirements of Section 6 below.

(f) Lender's Policy. Borrower has procured and delivered to the County an ALTA Lender's Policy of Title Insurance, together with such endorsements as the County may require, in an amount equal to the principal amount of the Loan, insuring the priority of the Deed of Trust and Regulatory Agreement as liens or charges upon the Property, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Such policy will be issued by a title insurer reasonably approved by the County.

(f) Permits. Borrower has received all permits, including but not limited to building permits, necessary to perform the construction of the ADU.

(g) Other Financing. If Borrower is utilizing financing other than the Loan proceeds for the construction of the ADU, Borrower has provided documentation to the County's satisfaction that undisbursed proceeds of the Loan, together other funds or firm commitments for funds that Borrower has obtained, are not less than the amount that is necessary to pay for construction of the ADU.

Section 4. Compliance with Approved Construction Plans; Disbursement and Use of Loan Proceeds. Provided that all of the conditions precedent to disbursement of the Loan proceeds in Section 3 above have been either satisfied or waived in writing by the County, the County will disburse the Base Component and the Additional Incentives Component to the Managed Construction Escrow Account.

(a) Time Limits for Use of Loan Proceeds. The Borrower will have two (2) years from the date of that the County releases the Loan proceeds to the Managed Construction Escrow Account to complete construction and initiate lease-up of the ADU.

(b) Base Component Eligible Uses. Borrower will use the proceeds from the Base Component of the Loan only for following Eligible Uses:

- (i) Construction materials and labor;
- (ii) General contractor fees and overhead, not to exceed ten percent (10%) of the construction cost of the ADU;
- (iii) Demolition necessary for the construction of the ADU;

- (iv) Site work, such as water, sewer, or septic connections; utility improvements; or site leveling as is necessary for the construction of the ADU;
- (v) Permit costs beyond those that are provided through participation in the Program; and
- (vi) Other hard or soft costs approved at the discretion of the County.

(c) **Ineligible Uses.** The County will determine, in its sole discretion, costs deemed excessive or unreasonable, or uses deemed ineligible. Ineligible uses of the Loan proceeds include, but are not limited to, costs associated with construction items or materials of a luxury nature or furnishings. Ineligible costs included in project costs will be noted by the County and provided to the managed construction escrow provider at the time of loan funding. Should the County determine that Loan proceeds will not or cannot be used for the Eligible Uses described in Borrower's application, Borrower will return the Loan proceeds upon the County's written demand. Borrower's failure to return such proceeds within fifteen (15) days following the County's written demand will constitute a Default (as defined in Section 9 of this Agreement) entitling the County to pursue remedies pursuant to Section 10 of this Agreement.

(d) **Contractor Drawdown of Proceeds.** When Borrower's contractor is ready to receive funds for completed work, the contractor must submit a pay application to or request a "draw" from the escrow company. The managed construction escrow provider will approve the request based on approved projects costs and issue the funds in a timely manner. An onsite inspection may be required and completed after the request is made and before disbursement to ensure the amount requested matches the work completed. Quarterly summaries of disbursements from the managed escrow provider shall be provided to the County.

(e) **Incentives Component Eligible Uses.** Borrower will use the proceeds from the Incentives Component of the Loan for the following:

- ☐ \$ _____ for building permits and fees;
- ☐ \$ _____ for purchase of plans from Napa Sonoma ADU Center;
- ☐ \$ _____ for closing costs and fees for conventional loan;
- ☐ \$ _____ for costs related to securing CalHFA grant funds;
- ☐ \$ _____ for costs related to securing managed construction escrow services.

Section 5. Representations and Warranties. Borrower represents and warrants to the County as follows, which representations and warranties will be true and correct as of the Effective Date and acknowledges, understands, and agrees that the representations and warranties set forth in this Section are deemed to be continuing during all times when any portion of the Loan remains outstanding:

- (a) Except for mortgages secured by the Property and other liens previously disclosed to the County, there are no other liens or monetary judgments recorded against the Property.
- (b) At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Property.

(c) At the time of recordation of the Deed of Trust, Borrower occupies the Property and will continue to occupy the Property as their principal residence through the Term (as defined in Section 7 of this Agreement).

Section 6. Insurance Requirements.

(a) Borrower must provide the County with evidence of flood insurance, if applicable.

(c) Borrower will keep the improvements and personal property now existing or later located on the Property insured against loss by fire, vandalism, and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy will be written on a full replacement value basis and will name the County as loss payee as its interest may appear. The full replacement value of the improvements to be insured will be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, the County will have the right to notify Borrower that it elects to have the replacement value re-determined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by the County to any indebtedness evidenced by this Agreement or secured by the Deed of Trust and in such order as the County may determine, or at the option of the County, the entire amount so collected or any part of the amount may be released to Borrower; provided however, if Borrower is not in default under the Loan Documents, the proceeds will be released to Borrower to repair or rebuild the improvements provided that sufficient additional sources of financing to complete such repair or rebuilding are available to complete such work. Such application or release will not cure or waive any default or notice of default under this Agreement or invalidate any act done pursuant to such notice.

Section 7. Term of Agreement. The term of this Agreement commences on the Effective Date and continues through the seventh (7th) anniversary of the Effective Date subject to any earlier termination or extensions as set forth in this Agreement (the "**Term**"); provided however, all provisions of this Agreement that expressly provide for continuation beyond the termination of this Agreement will survive.

(a) **Extension of Term of Agreement.** Should Borrower opt to extend the term of the Regulatory Agreement, pursuant to Section 3.2(a) of the Regulatory Agreement, the term of this Agreement will automatically be extended to continue through the new date of expiration of the Regulatory Agreement.

Section 8. Termination by Borrower. If during the Term, Borrower desires to no longer participate in the Program and to terminate this Agreement, Borrower will notify the County in writing and will repay the entire outstanding balance of the Construction Component and the full amount of the Permit/Fees Component to the County within ninety (90) days from the date of Borrower's written notification to the County. This Agreement will terminate upon the County's receipt of payment in full of the outstanding Loan balance.

Section 9. Events of Default. Each of the following constitutes a "**Default**" by Borrower under this Agreement:

(a) Borrower fails to pay the principal and other sums payable when such payment is due pursuant to the Note, and such failure continues for fifteen (15) days after County notifies Borrower of the failure in writing.

(b) Borrower fails to duly perform, comply with, or observe any of the conditions, terms, or covenants of the Program Guidelines, the Loan Documents or the Contract between Borrower and the Contract, and such failure continues beyond the expiration of the applicable cure period or if there is no applicable cure period, continues beyond thirty (30) days after written notice from the County specifying the default (provided that, in the event of a shorter cure period as set out below or in other Loan Documents, such shorter cure period prevails).

(c) Any of Borrower's representations or warranties in the Loan Documents and/or in Borrower's application for the Loan will prove to have been untrue in any material respect when made, or Borrower will have concealed any material fact from the County.

(d) The sale, lease, or change in title or ownership of the Property except as provided in Section 5.6 of the Regulatory Agreement.

(e) Borrower's failure to rent the ADU to an Eligible Tenant Household at an Affordable Rent (as those terms are defined in the Regulatory Agreement) in compliance with the Regulatory Agreement.

(f) A default arises under any loan secured by a mortgage, deed of trust, or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerated repayment of such loan.

(g) Subject to Borrower's right to contest the following charges, Borrower's failure to pay taxes or assessments due on the Property or the improvements or failure to pay any other charge that may result in a lien on the Property or the improvements, and Borrower's failure to cure such default within thirty (30) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose on such lien.

Section 10. Remedies.

(a) The occurrence of any Default following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the Loan and will give the County the right to proceed with any and all remedies available under law, in equity, or set forth in this Agreement and the Loan Documents, including but not limited to the following:

(i) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest on the Note, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(ii) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(iii) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand for reimbursement, Borrower will reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest on the funds advanced from the date of expenditure until the date of reimbursement at the Default Rate (as defined in the Note).

(b) Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County.

(c) No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver of the County rights or remedies, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 11. Indemnification. Borrower agrees to accept all responsibility for loss, damage or injury to any person or entity, and to the greatest extent permitted by law, Borrower will indemnify, defend (with counsel approved by the County) and hold the County and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with this Agreement, the construction work, the ADU, or any failure to perform any obligation as and when required by the Loan Documents. Borrower's indemnification obligations set forth in this Section: (i) will survive the expiration or earlier termination of this Agreement; and

(ii) will not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The County does not and will not waive any rights against Borrower that the County may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by the County, or the deposit with the County by Borrower, of any of the insurance policies described in the Loan Documents.

Section 12. General Provisions.

(a) Titles. The titles and article or section headings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

(b) Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

(c) Applicable Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action with respect to this Agreement is the Federal and State Courts for Napa County.

(d) Attorneys' Fees. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party in such action or proceeding will be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection with such action or proceeding, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which will include the reasonable costs for services of the County's in-house counsel).

(e) Modifications. This Agreement may not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by both of the Parties in the same manner as this Agreement is executed.

(f) Waivers. Any waiver by the County of any term or provision of this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or Default under this Agreement or to pursue any remedy allowed under this Agreement or applicable law. Waiver of a breach or Default under this Agreement will not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Any extension of time granted to Borrower to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement.

(g) Time. In all matters under this Agreement, the Parties agree that time is of the essence. References in this Agreement to days will be to calendar days. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the County of Napa is open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action will be the

next succeeding Business Day. In no event will a Saturday or Sunday be considered a Business Day.

(h) Exhibits. The following exhibit is attached to this Agreement and incorporated into this Agreement by reference: Exhibit A: Legal Description of the Property

(i) Entire Understanding of the Parties. The Loan Documents constitute the entire agreement of the Parties with respect to the Loan.

(j) Notices. Except for any notice, demand, or communication required under applicable law to be given in another matter, all notices, demands, and communications to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications will be sent by: (i) personal delivery, with a delivery receipt; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account with a delivery receipt. Delivery will be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date on which the item was returned as undeliverable. Either Party may change the address to which notices are to be sent by notifying the other Parties of the new address, in the manner set forth above

County: County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

Borrower: At the Property address.

(k) Each Party's Role in Drafting the Agreement. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) will not apply to the interpretation of this Agreement.

(l) County Approval. The County Board of Supervisors has authorized the County Executive Officer, and in their absence or unavailability, the Assistant County Executive Officer, to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement. Any consents or approvals required under this Agreement will not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

(m) Parties Not Co-Venturers; Independent Contractor; No Agency Relationship; No Third-Party Beneficiaries. Nothing in this Agreement is intended to or will establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and the County will not be construed as a joint venture, equity venture, partnership or any other relationship. The County neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party. This Agreement is not intended to, nor will it establish any third-party beneficiaries. Borrower will at no time pretend to be or hold themselves out as an employee or agent of the

County. Except as the County may specify in writing, Borrower will not have any authority to act as an agent of the County or to bind the County to any obligation.

(n) Non-Liability of the County and County Officials, Employees and Agents.

No elected and appointed officer, official, employee, agent, consultant, contractor or representative of the County will be personally liable to Borrower or any successor in interest of Borrower, in the event of any default or breach by the County, or for any amount of money which may become due to Borrower or Borrower's successor or for any obligation of the County under this Agreement.

(o) Joint and Several Obligations. If more than one person has executed this Agreement as Borrower, the obligations of each such person under this Agreement will be joint and several.

(p) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and all of which taken together will constitute one and the same instrument.

(q) Borrower Signatures. The individual(s) executing this Agreement on behalf of Borrower represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on Borrower.

[Signatures on following page.]

[Remainder of page intentionally blank.]

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

COUNTY:

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

By: _____
David Morrison, Interim County Executive
Officer

APPROVED AS TO FORM BY:
County Counsel

Silva Darbinian, Deputy County Counsel

BORROWER:

By: _____

Name : _____

Its: _____

Exhibit A

PROPERTY

(Insert legal description.)

PROMISSORY NOTE
NAPA COUNTY AFFORDABLE ACCESSORY DWELLING UNIT
LOAN PROGRAM

ADMINISTRATIVE COVER SHEET

(Remove Upon Completion)

BLANK LINES: CHECKLIST

_____ Amount of Loan, p. 1, upper left
_____ Date of Document, p. 1, upper right
_____ Borrower's Name, p. 1, first paragraph
_____ Amount of Loan, p. 1, first paragraph
_____ Amount of Loan, p. 1, Section 1
_____ First Payment Date, p. 1, Section 3(a)
_____ Conversion Date, p.1, Section 3(a)
_____ Interest Reserve, p.1, Section 3(a)
_____ Maturity Date, p.1, Section 3(b)
_____ Amortization Period, p.2, Section 3(b)
_____ County, p.2, Section 4
_____ County, p.2, Section 5
_____ Signatures, p.5
_____ Amortization Schedule, Schedule A

SECURED PROMISSORY NOTE
(Affordable Accessory Dwelling Unit Forgivable Loan Program)

THE TERMS OF THIS PROMISSORY NOTE CONTAIN A BALLOON PAYMENT

\$ _____

FOR VALUE RECEIVED, the undersigned _____ ("Borrower") promises to pay to the order of the County of Napa, a political subdivision of the State of California ("Holder"), the principal amount of _____ Dollars (\$ _____) plus interest on the principal amount pursuant to Section 2 below.

1. Loan Agreement; Security Agreement. This Promissory Note is made as of _____, 20__ (the "Effective Date") pursuant to a Loan Agreement dated as the same Effective Date as this Promissory Note between the Borrower and the Holder (the "Loan Agreement"). This Promissory Note is secured by a Deed of Trust, Security Agreement, and Fixture Filing dated as the same Effective Date as this Promissory Note (the "Deed of Trust") and is subject to the terms of that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as the same Effective Date as this Promissory Note (the "Regulatory Agreement"), which will encumber the Property to secure the repayment of the Loan and performance of the covenants of the Loan documents. All capitalized terms used but not defined in this Promissory Note have the meanings set forth in the Loan Agreement. This Promissory Note, the Loan Agreement, the Deed of Trust, and the Regulatory Agreement are sometimes referred to collectively in this Promissory Note as the "Loan Documents".

2. Borrower's Obligation. This Promissory Note evidences Borrower's obligation to repay Holder the principal amount of _____ Dollars (\$ _____) with interest for the funds loaned to Borrower by Holder to finance the construction of an Accessory Dwelling Unit (the "ADU") on Borrower's Property pursuant to the terms of the Loan Agreement (the "AADU Loan").

3. Forgiveness; Maturity Date.

(a) Forgiveness. Commencing on the 1st day of the first month following the later of: (i) the Effective Date of the Loan Agreement; or (ii) the date of first occupancy of the ADU, and each anniversary of that date thereafter during the Term, the Borrower will submit an Annual Certification to the Holder with information regarding occupancy as required by the Regulatory Agreement. Provided that: (i) the Borrower is not in default under the Loan Documents; and (ii) the Borrower has continuously operated the ADU in compliance with the terms of the Regulatory Agreement and the Program Guidelines, no payments will be due under this Promissory Note. If Borrower has complied with the requirements of the Loan documents (including cure of any Events of Default) during the entire Term of the Loan Agreement, as evidenced by the Annual Reports, all sums otherwise due under this Promissory Note or any other Loan Documents will be forgiven by Holder. For each month during the Term that Borrower operates the ADU in accordance with the Regulatory Agreement, Holder will forgive one-sixtieth (1/60) of the principal and the interest on that month's principal amount of the Loan. Upon the Borrower's full repayment of the Loan or upon the Holder's forgiveness of the entire outstanding balance of the Loan, Holder will mark this Promissory Note as "Canceled" and will return this Promissory Note to the Borrower.

(b) Balance Due. Unless forgiven pursuant to Section 3(a), all outstanding principal and interest accrued on the Loan will be due in full at the end of the Term (except if Borrower elects to extend the Term pursuant to Section 3.2(a) of the Regulatory Agreement), or upon Holder declaration of Default pursuant to Article 4.

(c) Balloon Payment. Borrower acknowledges that the unpaid principal amount of this Loan and all unpaid interest accrued on the unpaid or unforgiven principal of the Loan will be immediately due and payable to Lender in full as one balloon payment on the Maturity Date.

4. Interest.

(d) Subject to the provisions of Subsection (b) below, the AADU Loan bears simple interest at a fixed rate of three percent (3%) per annum (the "Interest Rate") from the date of disbursement until full repayment of the principal balance of the AADU Loan.

(e) If a Default occurs, interest will accrue on all amounts due under this Promissory Note as of the date of a Default and continuing until such time as the AADU Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%) per annum, compounded annually and the highest rate permitted by law (the "Default Rate").

5. Assignment and Assumption. Pursuant to the terms of the Regulatory Agreement, the AADU Loan may be assumed by a transferee who occupies the Primary Unit as their residence and enters into an assumption agreement as provided in the Regulatory Agreement. If the transferee does not meet the assumption terms required by the Regulatory Agreement, Borrower must repay the outstanding balance of principal and accrued interest remaining on this Promissory Note on or before the date of transfer.

6. Security. This Promissory Note, with interest, is secured by the Deed of Trust on the Property. Upon execution, the Deed of Trust will be recorded in the official records of Napa County, California. Upon recordation of the Deed of Trust, this Promissory Note will become nonrecourse to Borrower.

7. Terms of Payment.

(a) Borrower will make all payments due under this Promissory Note in currency of the United States of America to Holder at Department of Housing & Homeless Services at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558, Attention: Director of Housing & Homeless Services, or to such other place as Holder may from time to time designate.

(b) All payments on this Promissory Note are without expense to Holder. Borrower will pay all costs and expenses, including re-conveyance fees and reasonable attorneys' fees of Holder, incurred in connection with the enforcement of this Promissory Note and the release of any security of this Promissory Note.

(c) The obligations of Borrower under this Promissory Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Promissory Note for any reason.

8. Prepayment. Borrower may without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this

Promissory Note. Prepayments will be applied first to any unpaid costs and fees then due, then to accrued interest, and then to principal.

9. Default; Acceleration.

(a) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest on the outstanding principal balance, and together with all other sums then payable under this Promissory Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 9(a) above or any other remedy provided by law upon the occurrence of a Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

10. Waivers; Attorneys' Fees.

(a) Borrower waives diligence, presentment, protest, and demand, and notice of protest, notice of demand, notice of dishonor, and notice of non-payment of this Promissory Note. Borrower expressly agrees that this Promissory Note or any payment under this Promissory Note may be extended from time to time, and that Holder may accept further security or release any security for this Promissory Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Promissory Note or any installment under this Promissory Note made by agreement of Holder with any person now or later liable for payment of this Promissory Note must not operate to release, discharge, modify, change, or affect the original liability of Borrower under this Promissory Note, either in whole or in part.

(c) If an action is instituted on this Promissory Note, Borrower promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may later designate as provided in the Loan Agreement.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Promissory Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and will be binding upon them and their successors and assigns.

(d) The relationship of Borrower and Holder under this Promissory Note is solely that of borrower and lender, and the indebtedness evidenced by this Promissory Note and secured by the Deed of Trust will in no manner make Holder the partner or joint venturer of Borrower.

(e) If any term of this Promissory Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

(f) This Promissory Note is governed by the laws of the State of California.

(g) The times for the performance of any obligations under this Promissory Note are to be strictly construed, time being of the essence.

(h) The Loan Documents, of which this Promissory Note is a part, contain the entire agreement between Borrower and Lender as to the Loan. This Promissory Note may not be modified except upon the written consent of Borrower and Lender.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the Effective Date.

Borrower:

By: _____

Name: _____

Borrower:

By: _____

Name: _____

SCHEDULE A

Monthly Amortization Payments of Interest and Principal

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

No fee for recording pursuant to
Government Code Section 27383

**AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF
AFFORDABLE ACCESSORY DWELLING UNIT**

THIS AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT (the "**Agreement**") is made and entered into as of _____, 20__ (the "**Effective Date**"), by and between the County of Napa, a political subdivision of the State of California (the "**County**"), and _____, or any successor in interest (collectively, the "**Owner**"). The County and the Owner are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Pursuant to County Board of Supervisors Resolution No. XXXX-XX, the County operates an Affordable Accessory Dwelling Unit Forgivable Loan Program (the "**Program**") for the purpose of encouraging the production of affordable units in Napa County by easing the financial burden required for and incentivizing the creation of accessory dwelling units ("**ADUs**") on parcels with new or existing owner-occupied single-family homes located in the County.

B. Owner is the fee owner of that certain property in the County of Napa, at _____, which is more particularly described in Exhibit A (the "**Property**") and has applied to participate in the Program. The County has reviewed the Owner's application to participate in the Program and has determined that Owner is eligible to participate in the Program.

C. The County and Owner have entered into a certain Affordable Accessory Dwelling Unit Loan Agreement, dated as of _____, 20__, (the "**AADU Agreement**") whereby the County has agreed to provide Owner with an Affordable Housing Loan in the amount of \$_____ (the "**Loan**") for the construction of and other costs related to the development of an ADU on the Property in return for the Owner's agreement to rent the ADU to a Low Income Household at an Affordable Rent, as those terms are defined in Article 1 of this Agreement.

D. As of the Effective Date, two (2) housing units are located, or will be constructed, on the Property. One unit will be referred to in this Agreement as the "**Primary Unit**" and the other unit will be referred to in this Agreement as the "**Accessory Dwelling Unit**". The Primary Unit is the principal residence of Owner.

E. The AADU Agreement provides that the Owner will record this Agreement and a performance deed of trust (the "Deed of Trust") against the Property with respect to the Loan.

F. This Agreement is required to be entered into by the County and the Owner, and recorded in the Official Records against the Property, in accordance with the requirements of the County's AADU Forgivable Loan Program Guidelines ("**Program Guidelines**").

NOW THEREFORE, it is agreed by and between the Parties as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement, the terms set forth below will have the following meanings (other defined terms in this Agreement not referenced below will have the meanings where first used).

1.1 "Affordable Rent" means the maximum allowable Rent for the Accessory Dwelling Unit, equal to one-twelfth (1/12th) of thirty percent (30%) of eighty percent (80%) of the Median Household Income, adjusted for assumed household size, as follows: (a) Studio—1 person; (b) 1 bedroom—2 persons; and (c) 2 bedrooms—4 persons, as determined by the County and provider to the Owner on an annual basis.

1.2 "Eligible Household" means a household that has been determined to be eligible to be a Tenant of the Accessory Dwelling Unit as a Low Income Household.

1.3 "HCD" means the State of California Department of Housing and Community Development, or any successor

1.4 "HUD" means the U.S. Department of Housing and Urban Development, or any successor.

1.5 "Low Income Household" means a household whose income does not exceed the low income limits applicable to Napa County, adjusted for household size, as determined by HUD and published annually by HCD. As of the Effective Date, such income limit is approximately equal to eighty percent (80%) of Median Household Income.

1.6 "Median Household Income" means median yearly income in Napa County as determined by HUD and published by HCD.

1.7 "Rent" means the total monthly payment by the Tenant of the Accessory Dwelling Unit for all of the following: (1) use and occupancy of the Accessory Dwelling Unit and land and all facilities associated with the Accessory Dwelling Unit, including but not limited to parking, storage, and use of any common areas; (2) any separately charged fees or service charges assessed by the Owner to the Tenant, except security deposits; (3) any other interest, taxes, fees, or charges for use of the Property or associated facilities that are assessed by a public or private entity other than the Owner and paid by the Tenant.

1.8 "Tenant" means an Eligible Household entitled by written or oral agreement with the Owner to have the exclusive right to occupy the Accessory Dwelling Unit as a home or residence to the exclusion of all others.

1.9 "Transferee" has the meaning set forth in Section 5.6

ARTICLE 2 OWNER'S OBLIGATIONS

2.1 Rental of Accessory Dwelling Unit to Eligible Households. The Owner will ensure that the Accessory Dwelling Unit is rented to, and occupied by, Eligible Households in accordance with this Agreement. The Owner will not use the Accessory Dwelling Unit for any other purpose other than as set forth in this Agreement; provided, however, nothing in this Agreement will be deemed to prohibit the Accessory Dwelling Unit from being vacant so long as such vacant Accessory Dwelling Unit is not used by Owner (or any other person) for any purpose, including, but not limited to use by the Owner in conjunction with the use and occupancy of the Primary Unit. Except as set forth in the preceding sentence nothing in this Agreement limits the use or occupancy of the Primary Unit.

(a) Income Certification. The Owner will not enter into a lease or rental agreement, or receive Rent from a Tenant, for the Accessory Dwelling Unit unless the Owner has made a good faith effort to verify that the income provided by an applicant in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the three most recent pay periods; (2) obtain an income tax return for the most recent tax year; (3) obtain an income verification form from the applicant's current employer; (4) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification acceptable to the County. Copies of tenant income certifications will be available to the County upon request.

(b) Maximum Allowable Rent. The maximum Rent charged to the Tenant of the Accessory Dwelling Unit will not exceed Affordable Rent.

(c) Increased Income of Tenants. If, upon recertification of a Tenant's income pursuant to Section 2.2, the Owner determines that the Tenant's household income has increased and exceeds the qualifying income for a Low Income Household, then such Tenant will continue to be considered an "Eligible Household", and will be permitted to continue to occupy the Accessory Dwelling Unit, at the rent set forth in subsection (c), above; provided, however, nothing in this Agreement will prohibit the Owner from terminating such tenancy upon the expiration of such Tenant's lease. Following such Tenant's vacancy, the Owner will lease the Accessory Dwelling Unit to an Eligible Household.

(d) Information. At the request of the Owner, the County will provide the Owner with the low and very low income limits applicable to Napa County, adjusted for household size, as published from time to time by HCD.

2.2 Lease Provisions. The Owner will enter into a written lease with the Tenant for the ADU (the "ADU Lease") and will attach to the ADU Lease the form of Tenant lease addendum (the "Tenant Lease Addendum") attached to this Agreement as Exhibit C. The provisions of the Tenant Lease Addendum will prevail over and supersede any provisions of the the ADU Lease. Failure by the Owner to attach the Tenant Lease Addendum to the ADU Lease or to comply with the terms of the Tenant Lease Addendum will be a default under this Agreement.

2.3 Inspection. For purposes of confirming compliance with this Agreement, the Accessory Dwelling Unit will be made available by Owner to be inspected by the County during regular business hours upon seventy-two (72) hours' written notice; provided, however, that any such inspection will occur only once during any twelve (12) calendar month period unless: (i) the County receives a complaint that a Tenant is occupying the Accessory Dwelling Unit in violation of this Agreement (or that the Owner is otherwise violating this Agreement); or (ii) a new Tenant is occupying the Accessory Dwelling Unit, in which case County may re-inspect. The Owner irrevocably grants the County (and its agents) a right of entry to enter the Property for the purposes of such inspection.

2.4 Records. The Owner will maintain reasonably complete and accurate records pertaining to such rental of the Accessory Dwelling Unit throughout the duration of each tenancy. Owner will permit any authorized representative of the County to inspect such records of any current Tenant upon reasonable notice, including those resident files pertaining to said rental, for the purpose of confirming compliance with the terms, conditions and covenants of this Agreement.

2.5 Assignments and Subletting. The Owner will at no time permit the Tenant to assign its leasehold interest in the Accessory Dwelling Unit or to sublet all or a portion of the Accessory Dwelling Unit to any person other than to another Eligible Household. Owner will have the right to approve or disapprove any proposed assignment or sublease at Owner's sole discretion; provided that prior to approving any proposed assignment or sublease, Owner will comply with the provisions of Section 2.1 above to obtain County approval of the eligibility of the proposed assignee or sub-lessee.

2.6 Agreement to Limitation on Rents.

(a) The Owner acknowledges that the Property received the Affordable Housing Loan as a direct financial contribution. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where an owner has received a direct financial contribution, certain provisions of the Costa-Hawkins Act do not apply if a property owner has so agreed by contract. The Owner agrees to limit the Rents for the Accessory Dwelling Unit, as provided in this Agreement, in consideration of the Property's receipt of the direct financial contribution and further agrees that any limitations on Rents imposed on the Accessory Dwelling Unit are in conformance with the Costa-Hawkins Act.

(b) The Owner further warrants and covenants that the terms of this Agreement are fully enforceable. The Owner agrees and acknowledges that the County would not have provided the Affordable Housing Loan without the obligation to record this Agreement and the Deed of Trust against the Property in the Official Records, and that in providing the Affordable Housing Loan, the County was relying on the restrictions imposed on the Accessory Dwelling Unit by this Agreement.

2.7 Deeds. Owner acknowledges that this Agreement will be recorded in the Official Records against the Property, and any deed transferring any fee interest in the Property will include the following language; provided, however, the failure to include the following language will not limit, waive, or impair the obligations set forth in this Agreement:

NOTICE: THE ACCESSORY DWELLING UNIT ON THIS PROPERTY IS REQUIRED TO BE RENTED TO PERSONS MEETING CERTAIN ELIGIBILITY REQUIREMENTS AT A BELOW-MARKET RATE RENT, PURSUANT TO THE COUNTY OF NAPA CODE. FOR MORE INFORMATION, SEE THE AGREEMENT RECORDED AGAINST THIS

PROPERTY ENTITLED "AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT". THE RESTRICTIONS SET FORTH IN SUCH AGREEMENT BIND ALL HEIRS AND SUCCESSORS TO THIS DEED.

ARTICLE 3 TERM

3.1 Term. Except as outlined in Section 3.2 below, this Agreement will become effective as of the Effective Date and will remain in full force and effect for a term of five (5) years following the recordation of this Agreement in the Official Records unless the County elects, in the County's sole discretion, to terminate this Agreement by written instrument recorded in the Official Records.

3.2 Option of Term Extension. While the Term of this Agreement is five (5) years, the County will forgive the Loan monthly. For each month that the Accessory Dwelling Unit is leased to an Eligible Household at an Affordable Rent in accordance with the terms of this Agreement, the County will forgive one-sixtieth (1/60) of the Loan. If, upon the expiration of the Term of this Agreement, there have been one or more periods of vacancy of the Accessory Dwelling Unit such that the Owner has an unforgiven Loan balance, the Owner will have the option to either:

- (a) Extend the Term of this Agreement (and therefore the applicability of its provisions) by the total length of the period(s) of vacancy; or
- (b) Pay to the County an amount equal to the total outstanding unforgiven balance of the Loan, including any interest due under the Note, in exchange for the County's immediate extinguishment of this Agreement.

ARTICLE 4 DEFAULT

4.1 Violations by Owner. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a written notice of default from the County (or such longer period of time up to an additional sixty (60) days as may be necessary to remedy such default, provided that the Owner has commenced action during the thirty (30) days necessary to remedy such default, and the Owner is proceeding with reasonable diligence to remedy such default) will constitute a default under this Agreement.

4.2 Remedies. Subject to the applicable notice and cure period set forth above, the County may exercise any and all remedies available to it at law or equity with respect to the Owner's failure to satisfy the terms of this Agreement. Owner acknowledges that any breach in Owner's performance of Owner's obligations under this Agreement will cause irreparable harm to the County, and materially impair the public policy objectives set forth in the Napa County Code. Therefore, Owner agrees that the County is entitled to equitable relief in the form of specific performance, and that an award of damages may not be adequate to compensate the County for Owner's failure to perform according to the terms of this Agreement. Notwithstanding the foregoing, the County, in its sole and absolute discretion, may elect the appropriate remedy for Owner's default under this Agreement.

ARTICLE 5 GENERAL PROVISIONS

5.1 Notices. Except for any notice, demand, or communication required under applicable law to be given in another matter, all notices, demands, and communications to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications will be sent by: (i) personal delivery, with a delivery receipt; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account with a delivery receipt. Delivery will be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date on which the item was returned as undeliverable. Either Party may change the address to which notices are to be sent by notifying the other Parties of the new address, in the manner set forth above.

County: County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

Borrower: At the Property address.

5.2 Entire Agreement. The Recitals set forth above, and all exhibits attached to this Agreement, are incorporated into this Agreement by this reference. This Agreement contains the entire agreement between the Parties as to the subject matter of this Agreement and supersedes any and all prior arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party to this Agreement which is not contained in this Agreement will be binding or valid provided, however, that nothing in this Section limits the effect or enforceability of the County of Napa Code. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time) will not apply to the interpretation of this Agreement.

5.3 Amendment. This Agreement may be amended only by the written agreement of the Parties.

5.4 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any California statute which became effective after the Effective Date, the remaining portions of this Agreement will nevertheless remain in full force and effect to the greatest extent allowed by law.

5.5 Waiver. The waiver of or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provisions of this Agreement.

5.6 Covenant Running with the Land. The covenants and conditions in this Agreement contained will apply to and bind, during their respective periods of fee ownership, Owner and their heirs, executors, administrators, successors, transferees, and assignees (each a "Transferee") having or acquiring any right, title or interest in or to any part of the Property, whether by operation of law or in any manner whatsoever, and will run with and burden the Property for the entire Term unless or until released in accordance with Article 3. All of the provisions of this Agreement will be enforceable as equitable servitudes and will constitute covenants running with the land pursuant to applicable laws, including without limitation Section 1468 of the California Civil Code. Each covenant to do, or to refrain from doing, some act on the Property under this Agreement: (a) is for the benefit of the Property and is a burden on the Property, (b) runs with the Property, and (c) is binding upon each Party and each successive owner during its ownership of the Property or any portion of the Property and will be a benefit to and a burden upon each Party and the Property under this Agreement and each other person or entity succeeding in an interest to the Property.

5.7 Assignment and Assumption; Release. Provided that a Transferee expressly assumes Owner's obligations under this Agreement pursuant to an assignment and assumption agreement in a form approved by the County in connection with the transfer of any part of the Property, the Owner will be released from all obligations following the recordation of such assignment and assumption agreement in the Official Records.

5.8 Non-Discrimination. The Accessory Dwelling Unit will be available for occupancy to members of the general public. The Owner will not give preference to any particular class or group of persons in renting the Accessory Dwelling Unit or selling the Property, except to the extent that the Accessory Dwelling Unit is required to be rented to Eligible Households; provided, however, there will be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age, ancestry, disability, or any other basis prohibited by the Fair Housing Act or the Fair Employment and Housing Act in the leasing, transferring, use, occupancy, tenure, or enjoyment of the Accessory Dwelling Unit nor will the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Tenants of the Accessory Dwelling Unit. The Owner has agreed to the obligations set forth in this Section in consideration for the direct financial contribution of the Affordable Housing Loan.

5.9 Relationship of Parties. Nothing contained in this Agreement will be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnership or of joint venture or of association. The relationship of the Parties is that of an owner of real property and an administrator of a County affordable housing program. Owner further acknowledges, understands and agrees that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Accessory Dwelling Unit (or any other portion of the Property). The County owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Property and Owner agrees that neither Owner, or Owner's heirs, successors or assigns will ever claim, have or assert any right or action against the County for any loss, damage or other

matter arising out of or resulting from any condition of the Property and will hold the County harmless from any liability, loss or damage as set forth in Section 5.10. Any review by the County of any documents submitted by the Owner to the County pursuant to this Agreement, including, but not limited to any Tenant Lease, is solely to confirm compliance with the requirements of this Agreement and will not be deemed to be a representation of any kind of the validity or legal enforceability of such document(s).

5.10 Indemnification. Owner agrees to accept all responsibility for loss, damage or injury to any person or entity, and to the greatest extent permitted by law, Owner will indemnify, defend (with counsel approved by the County) and hold the County and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with this Agreement, the construction work, the Accessory Dwelling Unit, or any failure to perform any obligation as and when required by the Loan Documents. Owner's indemnification obligations set forth in this Section: (i) will survive the expiration or earlier termination of this Agreement; and (ii) will not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The County does not and will not waive any rights against Owner that the County may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by the County, or the deposit with the County by Owner, of any of the insurance policies described in the Loan Documents.

5.11 Applicable Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action with respect to this Agreement is the Federal and State Courts for Napa County.

5.12 Attorneys' Fees and Costs. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party in such action or proceeding will be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection with such action or proceeding, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which will include the reasonable costs for services of the County's in-house counsel).

5.13 Time is of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence. References in this Agreement to days will be to calendar days. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the County of Napa is open to the public for carrying on substantially all business functions (a "**Business Day**"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action will be the next succeeding Business Day. In no event will a Saturday or Sunday be considered a Business Day.

5.14 Interpretation. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter will not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference to "including". The headings of this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions of this Agreement. All pronouns and variations of them will be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the Party or Parties may require.

5.15 Government Standards. In the event any standard established and maintained by any governmental agency which is necessary to give effect to this Agreement ceases to exist, and no comparable replacement is issued, the Parties will create a replacement standard utilizing the formula and factors previously used to create the discontinued standard.

5.16 No Limitation on Municipal Powers. Nothing in this Agreement will limit, waive, or otherwise impair the authority and discretion of: (a) the County's Building Department, in connection with the review and approval of any proposed construction plans for the Property (or any change to such plans), or any use, or proposed use, of the Property; or (b) any other office or department of the County acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property.

5.17 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts, which will constitute one and the same agreement.

Remainder of Page Left Intentionally Blank

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

COUNTY:

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

By: _____

David Morrison, County Executive
Officer

APPROVED AS TO FORM BY:
County Counsel

Silva Darbinian, Deputy County Counsel

OWNER:

By: _____

Name: _____

By: _____

Name: _____

(Signatures must be notarized)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Name: Notary Public

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[To be Inserted]

EXHIBIT B

FORM OF OWNER CERTIFICATION

To: County of Napa (the "County")

From: _____ [name of owner(s)] (the "Owner(s)")

Address of Property: _____ ("Property")

Date: _____

By signature below, I/we _____ [insert name or names of Owner(s)] certify to the County, under penalty of perjury, that the Accessory dwelling unit located on the Property (the "Accessory Dwelling Unit") is being utilized in accordance with the "Agreement Containing Covenants and Restrictions Governing Rental of Affordable Accessory Dwelling Unit" (the "Agreement") recorded against the Property.

In accordance with Section 2.2 of the Agreement, I/we provide the following information regarding the Accessory Dwelling Unit:

1. Tenant name: _____
2. Size of Tenant's household: _____
3. Accessory Dwelling Unit size (number of bedrooms): _____
4. Date Accessory Dwelling Unit first occupied by Tenant: _____
5. A copy of the Tenant's annual income certification is attached.

This Owner Certification is signed on _____, 20__, under penalty of perjury.

By: _____

Owner signature

Date: _____

EXHIBIT C

TENANT LEASE ADDENDUM

This Lease Addendum is attached to and incorporated in that certain lease for the Accessory Dwelling Unit located at _____, between _____ the ("Owner") and _____ (the "Tenant"), dated _____ (the "ADU Lease"). To the extent that any provision in the ADU Lease is not consistent with or otherwise violates the terms of this Addendum the terms of this Lease Addendum, the terms of this Lease Addendum shall supersede the terms of the ADU Lease and will be binding upon the Owner and the Tenant. A violation of this Lease Addendum by either the Owner or the Tenant will be a violation of the ADU Lease.

- (a) The initial term of the ADU Lease is a minimum of twelve (12) months from the date of initial occupancy of the Accessory Dwelling Unit by the Tenant, unless a greater initial term is provided in the ADU Lease;
- (b) The Rent for the Accessory Dwelling Unit may not be raised more often than once every twelve (12) months. The Owner will provide the Tenant with at least sixty (60) days written notice of any increase in Rent, and any Rent increase will not violate the limitations imposed by this the following documents executed by the Owner and the County of Napa with respect to the Accessory Dwelling Unit: (1) Loan Agreement; (2) Promissory Note; (3) Deed of Trust; and (4) this Agreement.
- (c) With respect to the Accessory Dwelling Unit (or any portion of the Accessory Dwelling Unit) the Tenant will not: (i) sublease it, except as permitted by Section 2.5, below; (ii) use it as a "transient commercial occupancy" (as such term is defined in Section 18.104.410(B)(3) of the County of Napa Code, as may be amended from time to time); (iii) use it for tourist or transient use, or any other short-term rental; and (iii) list it on any "hosting platform" (as defined in California Business & Professions Code 22590, as may be amended from time to time), including, but not limited to any Internet-based "hosting platform", such as "airbnb.com", or any similar service;
- (d) The Tenant must provide an annual certification to the Owner that the Tenant continues to occupy the unit as the Tenant's primary residence;

[SIGNATURES ON FOLLOWING PAGE]

The Owner and the Tenant have executed this Tenant Lease Addendum as of _____, 20__.

OWNER:

Name: _____

TENANT:

Name: _____

RESOLUTION NO. 2023-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, GRANTING AUTHORITY TO DESIGNATED COUNTY OFFICERS TO SIGN DOCUMENTS RELATED TO THE AFFORDABLE ACCESSORY DWELLING UNIT FORGIVABLE LOAN PROGRAM

WHEREAS, on November 9, 2022, the Board of Supervisors of Napa County approved and adopted the Underwriting Guidelines for the Affordable Accessory Dwelling Unit (AADU) Forgivable Loan Program, designed to assist homeowners with construction of new accessory dwelling units in exchange for commitments to rent those units to households earning up to 80% of Area Median Income for a period of not less than five years; and

WHEREAS, on May 2, 2023, the Board of Supervisor of Napa County reviewed new draft form loan and covenant documents related to the AADU Forgivable Loan Program; and

WHEREAS, the County expects a large number of program-related loan documents to require notarized signatures and would like to delegate signing authority to the County Executive Officer or designee to sign documents related to the AADU Forgivable Loan Program.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby authorizes the County Executive Officer, or designee, with the authority to sign all program-related loan documents for the AADU Forgivable Loan Programs, as approved by County Counsel.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of the County of Napa, State of California, at a regular meeting of said Board held on the 2nd day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

BELIA RAMOS, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel	ATTEST: Neha Hoskins, Clerk of the Board of Supervisors	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS
By: <u>S Darbinian</u> Deputy Date: April 20, 2023	By: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

No fee for recording pursuant to
Government Code Section 27383

**PERFORMANCE DEED OF TRUST
(Affordable Accessory Dwelling Unit)**

THIS DEED OF TRUST ("Deed of Trust") is dated as of _____ 20__, by _____ ("Trustor"), whose address is _____, _____ ("Trustee"), whose address is _____ and the County of Napa ("Beneficiary"), whose address is 1195 Third Street, Suite 310, Napa, CA. Attention: County Executive Officer.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, that certain real property ("Property") in the County of Napa, State of California, described as:

(See Legal Description - Exhibit "A")

FOR THE PURPOSE OF SECURING:

- (a) The performance of each agreement and obligation contained in this Deed of Trust;
- (b) The performance of each agreement and obligation contained in that Affordable Accessory Dwelling Unit Loan Agreement between the Trustor and the Beneficiary of even date with this Deed of Trust (the "Loan Agreement"); and
- (c) The performance of each agreement, obligation, and covenant of Trustor under that certain Agreement Containing Covenants and Restrictions Governing Rental of Affordable Accessory Dwelling Unit ("Regulatory Agreement") of even date with this Deed of Trust and recorded concurrently with this Deed of Trust affecting the Property.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

2. Payment of Liens and Taxes. To pay all taxes and assessments affecting the Property prior to such payments becoming due, including assessments on appurtenant water stock, all

encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including reasonable attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That Trustor will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreements. The Note, Loan Agreement, and Regulatory Agreement are incorporated in this Deed of Trust by reference and made a part of this Deed of Trust, although not attached. Copies are on file in the office of the Beneficiary.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations after the expiration of any applicable notice or cure period pursuant to the Loan Agreement shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any amounts secured by this Deed of Trust.

8. Full Reconveyance. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default, which continues beyond any applicable notice and cure periods, by Trustor in payment of any amounts

secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such uncured default, Beneficiary may, without notice and without regard to the adequacy of the security for the amounts secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any amounts secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default; Foreclosure. Upon material default by Trustor in the performance of any obligation under the Loan Agreement, the Regulatory Agreement or this Deed of Trust, after the expiration of any and all applicable notice or cure periods, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this section, including costs of procuring evidence of title incurred in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Except as provided in the Regulatory Agreement, should Trustor agree to or actually sell, convey, transfer, or dispose of, or further encumber the Property, or any part of it, or any interest in it, without first obtaining the written consent of the Beneficiary, then all obligations secured by this Deed of Trust may be declared due and payable, at the option of the Beneficiary. Consent to one transaction of; this type will not constitute a waiver of the right to require consent to future or successive transactions.

12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the County of Napa and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor

or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers, and duties.

14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions. Further, the recitals shall be binding and conclusive upon Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under any deeds of trust executed by Trustor concerning the Property be mailed to:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Hazardous Materials. Trustor will keep and maintain the Property in compliance with all Hazardous Materials Laws (as defined below) and will not cause or permit the Property to be in violation of any Hazardous Materials Law. For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes, toxic substances and any materials or substances defined as hazardous materials, hazardous substances, or toxic substances under any applicable federal, state or local laws, ordinances, or regulations relating to any hazardous materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments as of this date and to be added in the future and any successor statute or rule or

regulation promulgated ("Hazardous Materials Law"). All claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials are referred to as "Hazardous Materials Claims". Trustor will indemnify and hold harmless Beneficiary and its board members, directors, officers, employees, agents, consultant, successors, and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; and (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property).

19. Choice of Law. This Deed of Trust will be governed by and construed in accordance with the laws of the State of California.

20. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

[SIGNATURES ON FOLLOWING PAGE]

TRUSTOR:

Name: _____

Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Napa)

On _____, 2022, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Napa)

On _____, 2022, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit “A”

Property Description

That certain real property situated in the County of Napa, State of California, described as follows:



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0487

TO: Board of Supervisors
FROM: Jon Gjestvang, Chief Information Officer - Information Technology Services
REPORT BY: Elena Guzman, Staff Services Analyst
SUBJECT: Approval of Agreement #230345B with Axon Enterprise, Inc.

RECOMMENDATION

Chief Information Officer requests approval of and authorization for the Chair to sign Agreement No. 230345B with Axon Enterprise, Inc. for the term April 1, 2023 through March 31, 2028 with a contract maximum of \$46,980 for unlimited Axon device storage and application programming interface (API).

EXECUTIVE SUMMARY

This Agreement will allow the District Attorney's office to streamline, store and share digital evidence with unlimited storage through the Axon Evidence.com platform and with the application programming interface (API), it will also allow Information Technology Services (ITS) to interface directly with their platform.

Today's requested action is for approval of Agreement No. 230345B with Axon Enterprise, Inc. for unlimited device storage and API in the amount of \$46,980. The Agreement has a five-year term with yearly installment payments.

Axon is not a local vendor.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Information Technology Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This Agreement will increase efficiency by allowing the District Attorney's office to streamline, store and share digital evidence with unlimited storage, saving time and use of local storage.
Is the general fund affected?	No
Future fiscal impact:	Funding for this service will be built into the ITS Cost Allocation Plan for District Attorney.

Consequences if not approved: If not approved, the District Attorney's staff must continue the tedious task of downloading and uploading large files for all electronic evidence received from local law enforcement agencies to their case management system for accessibility to defense attorneys.

County Strategic Plan pillar addressed: Effective and Open Government

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.

BACKGROUND AND DISCUSSION

Axon Enterprise, Inc. is a provider of law enforcement technology solutions, providing sensors hardware such as on body cameras, fleet in car video systems, and computer aided dispatch software. Additionally, they also provide evidence connected software network, and cloud-based records management system. Since 2020,

Axon has provided solutions and support to the Sheriff's office body worn camera (BWC) system.

Napa County's District Attorney's office receives electronic evidence from local law enforcement agencies, this includes large files such as body cam, car cam footage, audio, and photos. Currently, the District Attorney's staff must download all files and then upload them into their case management system where they can be viewed and if needed, made discoverable to defense attorney's. In addition to the time-consuming effort of downloading and uploading the large evidence files, this also uses approximately 500 gigabytes of local storage per month.

With Axon's application programming interface (API), Information Technology Services (ITS), CJNet Team will have the ability to interface with Axon's Evidence.com platform and display data in the District Attorney's case management system. Thus, eliminating the time-consuming need for staff to download and upload large evidence data. Additionally, with Axon's unlimited device storage through their Evidence.com platform, the District Attorney's office will no longer require use of local storage for evidence data.

Today's requested action will allow Information Technology Services (ITS) to enter into a five-year agreement with Axon Enterprise for a maximum of \$46,980 with yearly installment payments for unlimited Axon device storage and application programming interface (API).

Axon Enterprise, Inc. is based in Scottsdale, Arizona and is not a local vendor.

Napa County Agreement No. 230345B



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-445188-44946.844NC

Issued: 01/20/2023

Quote Expiration: 01/31/2023

EST Contract Start Date: 04/01/2023

Account Number: 477908

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery; Invoice-931 Parkway Mall	Napa County (CA) District Attorney's Office
931 Parkway Mall	931 Parkway Mall
Napa, CA 94559-2647	Napa, CA 94559-2647
USA	USA
	Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nathan Coady	Nicholas Billings
Phone:	Phone: (707) 253-4591
Email: ncoady@axon.com	Email: nicholas.billings@countyofnapa.org
Fax:	Fax: (707) 253-4193

Program Length	60 Months
TOTAL COST	\$46,980.00
ESTIMATED TOTAL W/ TAX	\$46,980.00

Bundle Savings	\$0.00
Additional Savings	\$58,320.00
TOTAL SAVINGS	\$58,320.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Apr, 2023	\$5,637.60
Year 2	Apr, 2024	\$6,812.10
Year 3	Apr, 2025	\$11,510.10
Year 4	Apr, 2026	\$11,510.10
Year 5	Apr, 2027	\$11,510.10

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summary

Item	Description	QTY
UnlimAll	Unlimited Storage + API	45

Bundle: Unlimited Storage + API Quantity: 45 Start: 4/1/2023 End: 3/31/2028 Total: 46980 USD

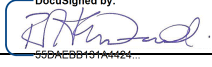
Category	Item	Description	QTY
Bundle Scaler	999999	BUNDLE SCALER	1
Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	45
3rd Party Storage	100165	UNLIMITED 3RD-PARTY STORAGE	45

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement.

AXON:

Axon Enterprise, Inc.

Signature:  _____
DocuSigned by:
35D8EDB131A4424...

Name: Robert E. Driscoll, Jr.

Title: VP, Assoc. General Counsel

Date: 4/25/2023 | 7:03 AM MST

AGENCY:

Napa County on Behalf of its District Attorney's Office

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM Office of County Counsel By: <i>Ryan Fitzgerald</i> Date: April 19, 2023 PL Doc No: 89719	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0509

TO: Board of Supervisors
FROM: Anthony Halstead- Director of Library Services and Community Outreach
REPORT BY: Michelle Carreon- Staff Services Analyst
SUBJECT: Acceptance of the FY 22-23 California Library Literacy Services (CLLS) additional funding

RECOMMENDATION

Director of Library Services and Community Outreach requests acceptance of the California Library Literacy Services (CLLS) additional funding in the amount of \$4,938 for the Adult Literacy Program, bringing the total grant funding for Fiscal Year 2022-2023 to \$49,385.

EXECUTIVE SUMMARY

Director of Library Services and Community Outreach is requesting authorization to accept additional funding in the amount of \$4,938.

The funds will support guest speakers, projects, services, and supplies provided to the community for the Adult Literacy programs at the Napa County Library.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funds for Literacy services are budgeted in the Library's Literacy operating budget for fiscal year 2022-23.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the requested action will enable the funds to be expended to support the Adult Literacy programs.
Is the general fund affected?	No
Future fiscal impact:	The funds will be deposited in the Library's Literacy operating budget and will be utilized within the current fiscal year.
Consequences if not approved:	If the requested action is not approved, the Library will not be able to accept the funds, nor make purchases to support the Adult Literacy programs.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Per the Napa County Grant Policy, located in Section 8A of the Napa County Policy Manual, upon written notification from the granting agency that the grant has been approved, Board approval is required to accept grant funds.

The Board accepted the baseline check in the amount of \$44,447 on November 8, 2022, for the CLLS Adult Literacy grant. The Adult Literacy Program is funded through a state grant, requiring matching funds from Napa County to operate. Napa County Library absorbs the cost for the Literacy staff, thus meeting the state's requirement.

On April 19, 2023, the Library received additional funding from the California State Library in the amount of \$4,938 for the Adult Literacy Program. This is the final payment for the Napa County Library's total allocation of Adult Literacy services for the current fiscal year.

Today's requested action authorizes the Chair to accept additional funding for the CLLS Adult Literacy program. The funds will support guest speakers, projects, services, and supplies provided to the community at the Napa County Library.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0612

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works Public Works
REPORT BY: Kelli Remboldt, Staff Services Analyst
SUBJECT: Approval of Roads Federal Exchange and State Match Program Agreement for \$337,648

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Federal Apportionment Exchange Program and State Match Program Agreement No. 230374B with the State of California Department of Transportation for the term July 1, 2022, through June 30, 2023, providing revenue in the amount of \$337,648 to the County Roads Fund for general transportation purposes.

EXECUTIVE SUMMARY

Approval of the Federal Apportionment Exchange Program and State Match Program Agreement with the State of California Department of Transportation authorizes the State to exchange \$237,648 of Federal Regional Surface Transportation Program (RSTP) funds for non-federal State Highway Account funds. Additionally, the State will allocate \$100,000 of State Matching Funds for a total of \$337,648 into the County Roads Fund. This exchange and match program has been in effect for many years and the revenue is an anticipated component of the annual Roads budget. Action requesting this exchange is typically taken in the fourth quarter of the State's and County's fiscal year given this is the time the State provides the authorization and forms to move forward with this request. This program provides maximum flexibility to use this funding for any transportation purpose similar to the use of gas tax revenue. This item is consistent with the Strategic Plan goal to strengthen effective, efficient, and fiscally responsible County operations. Furthermore, this item supports the goal to improve and maintain the existing transportation and roads system to safely accommodate all users. Per the State of California Department of Transportation, the County is required to list the name of the Chair of the Board of Supervisors in the Board Item and Certified Minute Order.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Roads Division, Fund 2040, Org 2040000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Provides \$237,648 in Federal Exchange Funds and \$100,000 in State Match Funds to the Roads Fund for an overall total of \$337,648.
Is the general fund affected?	No
Future fiscal impact:	Funds are requested from this exchange and match program on an annual basis.
Consequences if not approved:	Failure to execute this agreement will reduce Roads Fund revenue by \$337,648.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment
Additional Information	N/A

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

BACKGROUND AND DISCUSSION

The Federal Apportionment Exchange Program and State Match Program assigns apportionments made available to the County for allocation to transportation projects under the federal transportation authorization bill, as modified under Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for non-federal State Highway Account funds. County exchanged funds, as authorized by Section 182.6 of the Streets and Highways Code, may be used for any transportation purpose authorized by Article XIX of the State Constitution. Section 182.9 of the Streets and Highways Code requires the California Transportation Commission to allocate an amount equal to 50% of the funds allocated pursuant to Section 182.6 with a maximum limit of \$100,000 per county, per fiscal year, for State Match Program Funds. Currently the County of Napa's allocation is \$237,648 in Federal Exchange Funds and \$100,000 in State Match Program Funds.

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - MPO COUNTY

04 NAPA
District County
Agreement No. X23-5921(088)
AMS Adv ID:0423000247
Napa County Agmt. No. 230374B

THIS AGREEMENT is made on _____, by the COUNTY of NAPA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM


A. As authorized by Section 182.6(h)(2) of the Streets and Highways Code, COUNTY agrees to assign to STATE:

\$237,648.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2022/2023.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

 Accounting Officer	Date 03/23/2023	\$ 337,648.00
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B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2022/2023.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$337,648.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is

authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

- 1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.
- 2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
- 3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are

in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF NAPA

By: _____
Office of Project Management Oversight
Division of Local Assistance

By: _____
BELIA RAMOS, Chair
Board of Supervisors

Date: _____

Date: _____

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>April 13, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0623

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Amanda Exum, Staff Services Analyst I
SUBJECT: Professional Services Agreement with Peterson Power Systems, Inc., dba Peterson CAT for Generator Maintenance and Repair Services

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230377B with Peterson Power Systems, dba Peterson CAT (Peterson Power), to provide professional generator maintenance, inspection, and repair services for an annual maximum of \$81,762 for routine services and \$50,000 for non-routine services for the term of July 1, 2023 through June 30, 2026, with two additional one-year renewal options, with an annual maximum of \$83,302 for routine services and \$50,000 for non-routine services.

EXECUTIVE SUMMARY

Napa County Public Works released a Request for Proposal (RFP) seeking contract pricing from a licensed contractor to provide preventative maintenance, repairs, and inspection services for the County's generators. As a result of the RFP process, Peterson Power has been selected as the service provider. Approval of this agreement will allow the County to have routine, non-routine, and on-call/emergency generator maintenance, inspection, and repair services for County's generators at various County locations.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Property Management (Org 4300000)
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Maintenance of generators is essential to ensure the safe and consistent operation of generators located at County owned or operated locations and to ensure the County has reliable backup power in case of power failure. The Agreement includes non-routine repairs and access to rental generators to assist Property Management in meeting facility needs.
Is the general fund affected?	No
Future fiscal impact:	This agreement will continue to be budgeted in the Property Management division.
Consequences if not approved:	If not approved, County owned and operated properties will not have reliable backup power during emergencies, power outages, or shutdowns adversely affecting the ability continue operations and provide services.
County Strategic Plan pillar addressed:	Effective and Open Government

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.

BACKGROUND AND DISCUSSION

Professional generator services have been provided to the County by Peterson Power since 2007. The current contract is set to expire on June 30, 2023. As part of a competitive procurement process for professional generator services in accordance with County purchasing policy, County staff issued an RFP on January 13, 2023. Three companies submitted proposals which were scored according to predetermined weighted criteria: company history, experience, qualifications, approach to scope of work, and pricing.

Peterson Power distinguished themselves as the most qualified company and was selected by the panel to provide Napa County with generator maintenance and repair services. Today's action will approve a professional services agreement with Peterson Power Systems, Inc., dba Peterson CAT effective July 1, 2023, with a maximum compensation amount of \$131,762 per fiscal year in years 1-3, with the option for renewals for years 4-5 with a maximum compensation amount of \$133,302 per fiscal year.

NAPA COUNTY AGREEMENT NO. 230377B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and PETERSON POWER SYSTEMS, INC. “doing business as PETERSON CAT,” a California corporation, whose business address is 2828 Teagarden Street, San Leandro, CA, 94577, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide preventative maintenance, inspection, and repairs for the generators located in COUNTY owned and operated buildings; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2023, and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement may be renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two additional years, upon written notice by the COUNTY no less than ninety (90) days prior to the expiration of the term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of EIGHTY-ONE THOUSAND SEVEN HUNDRED AND SIXTY-TWO DOLLARS (\$81,762) for routine professional services per fiscal year and FIFTY THOUSAND DOLLARS (\$50,000) for non-routine services per fiscal year in years 1-3 and a total of EIGHTY-THREE THOUSAND THREE HUNDRED AND TWO DOLLARS (\$83,302) for routine professional services per fiscal year and FIFTY THOUSAND DOLLARS (\$50,000) for non-routine services per fiscal year in years 4-5; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Public Works Administrative Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Public Works Administrative Manager upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings (excluding any financial or proprietary information) or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability/Errors and Omissions.** [RESERVED]

(3) **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be

business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Department of Public Works prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

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

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

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all negligent acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the active or sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) business days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) business days' prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work Upon Expiration or Termination.

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously or concurrently patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to

receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

COUNTY

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

CONTRACTOR

Peterson Power Systems, Inc.
2828 Teagarden Street
San Leandro, CA 94577

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence releasing such information only to its employees, vendors, consultants, subcontractors or manufacturers with a direct need-to-know such information who have agreed to confidentiality terms no less restrictive than those stated herein, except with the prior written approval of COUNTY, expressed through its Director of Public Works. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Public Works.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

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

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

19. Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer

payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) **Payroll Records.** In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) **Apprentices.** CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** Following reasonable prior written notice, during CONTRACTOR'S regular business hours, COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

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

26. 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.

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

28. **Special Terms and Conditions.**

Force Majeure. CONTRACTOR shall not be liable for delays due to events or conditions beyond its reasonable control, including, without limitation, natural disaster, act of war or terrorism, riot, labor condition, or governmental action. In the event of such a delay, CONTRACTOR shall promptly provide documentation acceptable to the COUNTY of the intervening event or condition.

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

30. **Electronic Signatures.** This Agreement 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 Agreement and shall have the same force and effect as a manually executed original.

[Remainder of page left blank intentionally; signature page follows.]

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

Peterson Power Systems, Inc. doing business as Peterson
CAT

By _____
JOHN KRUMMEN, Executive Vice President

By _____
ERIN K. SORGEL, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>April 5, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with **Semi-Annual** inspections and **Annual** service and load tests for the following generator equipment located at the sites designated. The services shall be performed on normal workdays, defined as non-holiday Mondays through Fridays, 7:30 a.m. through 4:00 p.m. This will include testing of all controls for proper operation, system testing, written reporting, disposal of all fluids, and all prescribed maintenance in accordance with industry standards. The CONTRACTOR must comply with all local and State laws rules and regulations specifically including those related to generator maintenance.

Qty.	Location	Mfg.	Model/Serial Number
1	2721 Napa Valley Corporate Dr, Bldg 4 Mobile EOC	Generac	Model #MMG55DF4, 55KW Serial #3006135009 (#1)
1	2721 Napa Valley Corporate Dr, Bldg 4 Mobile EOC	Generac	Model #MMG55DF4, 55KW Serial #3006135010 (#2)
1	3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial # HOP103964 (#1)
1	3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial #HOP103965 (#2)
1	3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial # HOP103963 (#3)
1	3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial #UVC600056 (#4)
1	7292 Silverado Trail (Corp Yard)	Generac	Model #RDO5034KDAE Serial #9739422
1	4300 Spanish Flat Loop Rd (Spanish Flat Roads)	Generac	Model #Guardian, 24 KW Serial #3011021973
1	1125 3rd St (Hall of Justice – Old Jail)	Waukeshaw	Model #F1197GU Serial #289564
1	1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144
1	1195 3rd St (Administration Bldg)	Detroit	Model #8063-7416 Serial #06VF210470
1	212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #06R0630319
1	212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #06R0629188
1	650 Imperial Way (ITS)	Olympian	Model #D200P4 Serial #E7036D/001
1	2030 Airport Rd (Napa County Airport)	Cummins	Model #QSM11-G1 Serial #35073923
1	1535 Airport Rd (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975
1	2000 Airport Rd (JAL)	Detroit	Model #600ROZD71 Serial #284585
1	Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477
1	4473 Atlas Peak Rd (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615

1	7401 Solano Ave (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425
1	1555 Airport Rd (Greenwood Ranch Fire Station)	Cummins	Model #QSB4.5G3 Serial #73188203
1	942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8 Serial #0N6D00557
1	1193 Capell Valley Rd (Capell Valley Fire Station)	Generac	Model #RG02724, 27 kW Serial #300513479
1	2751 Napa Valley Corporate Dr, Bldg A	Caterpillar	Model #C7.1 Serial #0ETG00368
1	2751 Napa Valley Corporate Dr, Bldg B	Generac	Model #SD350 Serial #3011520266
1	2721 Napa Valley Corporate Dr, Bldg 4	SDMO	Model #JS170LC Serial #JS170LC4007164
1	2747 Napa Valley Corporate Dr, Bldg 1A	Elliott, 100 kW	Model #100QD Serial #BU01J955
1	1598 Milton Road (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468
1	5260 Old Sonoma Hwy (New Carneros Fire Station)	Kohler	Model #KG2204T Serial #D211035594
1	5900 Dry Creek Rd (Dry Creek Fire Station)	Generac	Model #0065512 Serial #9980903
1	1345 Wooden Valley Cross Rd (Gordon Valley Fire Station)	Generac	Model #RG02724ANA Serial #3000034502
1	1251 Steele Canyon Rd (Capell Valley Fire Station)	Generac	Model #RD030, 30 kW Serial #3012858757
1	2386 Stagecoach Canyon Rd (Pope Valley Fire Station)	Generac	Model #RD030, 30 kW Serial #3012863315
1	2200 Napa-Vallejo Hwy (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S

*Access to Mt. St. Helena and Atlas Peak may require 4-wheel drive during wet conditions.

Changes to Generator Equipment: Over the term of the agreement generator models and locations may change due to replacement or COUNTY facility requirements. Upon notification of the replacement or any new generators, CONTRACTOR shall provide COUNTY a cost schedule for maintenance that will be subject to approval by the COUNTY. Any increase in the cost of maintenance beyond the maximum compensation in the Agreement will require an amendment to the Agreement.

COUNTY has the right to remove from or add to the generators identified in the agreement, by providing CONTRACTOR thirty (30) days notice.

Semi Annual Maintenance and Inspection: Includes all items listed below and any other maintenance as required by the manufacturer, completed twice per year.

Cooling System

- Engine Coolant Levels
- Radiator core/heat exchangers
- Coolant lines, hoses, and hose clamps
- Replenish fluids as necessary

DC Electrical System

- Battery electrolyte level/specific gravity

- Battery compartment/heater operation
- Battery connections/cables/casing
- Shutdown mechanisms
- Electrical starter/alternator
- Electrical system accessories and components

AC Electrical System

- AC wiring
- Battery charger
- Control panel/switchgear
- AC generator voltage regulator
- Electrical system accessories and components
- Replenish fluids as necessary

Air Induction and Exhaust System

- Air filter
- Air Filter service indicator
- Air inlet system
- Turbocharger/blower
- Exhaust manifold/piping/connections

Lubrication System

- Engine oil level
- Crankcase pressure
- Crankcase breather
- Oil leaks (hose, connections)
- Engine governor oil level/leakage
- Fan drive bearings
- Generator bearings
- Engine starter oiler
- Gauges and safety mechanisms
- Accessory drives
- Replenish oil, lubricants, filters, and/or belts

Fuel System

- Fuel tank
- Fuel filters-primary/secondary
- Fuel system components/hoses/piping
- Gauges and safety mechanisms
- Condensation/water in fuel

Automatic Transfer Switch Inspection and Test -Operational testing will be performed. Inspections will only be performed on switches with proper NFPA 70E labeling, and a calorie rating of 19 or less.

Annual Maintenance: Includes all items listed below and any other maintenance as required by the engine manufacturer, completed once per year.

- Load Bank Test
- Oil and Oil Filter Change
- Fuel Filter Change

- Diesel fuel samples to be taken. Fuel to be tested for bacterial contamination and cetane level. If fuel is contaminated or if cetane level is lower than minimum specifications, contractor will make recommendations for treatment, filtering, or replacement.

Hours and Frequency of Service: All routine work will be performed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, excluding COUNTY holidays.

If any generator equipment malfunction occurs after a related maintenance or repair service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related maintenance or repair service, outside regular routine hours (7:30 a.m. and 4:00 p.m. Monday through Friday, excluding COUNTY holidays), the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rate as shown in Exhibit B.

Non-Routine and Emergency Services: CONTRACTOR shall provide the COUNTY with authorized non-routine maintenance, authorized repair services, and authorized emergency service for all generators as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit B, plus parts and based on the call out timing listed below. CONTRACTOR shall provide portable stand-by power if required/requested by the COUNTY at the rates provided in Exhibit B.

Call Out Timing

Level 1	Requires onsite response within two (2) hours or less
Level 2	Requires onsite response within four (4) hours or less
Level 3	Requires onsite response at 0730 hours the next normal working day

CONTRACTOR will respond to COUNTY authorized non-routine maintenance, repair services and emergency service/repairs as listed:

Location	Mfg	Model/Serial Number	Emergency and Non-Routine Response Level		
			Level 1	Level 2	Level 3
2721 Napa Valley Corporate Dr Bldg 4 Mobile EOC	Generac	Model #MMG55DF4 55KW Serial #3006135009 (#1)		X	
2721 Napa Valley Corporate Dr, Bldg 4 Mobile EOC	Generac	Model #MMG55DF4 55KW Serial #3006135010 (#2)		X	
3075 California Blvd (Equipment Pool – Fleet) Mobile EOC	Atlas Copco	Model #QAS125JDFT4 100 KW Serial # HOP103964 (#1)		X	
3075 California Blvd (Equipment Pool – Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4 100 KW Serial #HOP103965 (#2)		X	
3075 California Blvd (Equipment Pool – Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4 100 KW Serial # HOP103963 (#3)		X	

3075 California Blvd (Equipment Pool – Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4 100 KW Serial #UVC600056 (#4)		X	
7292 Silverado Trail (Corp Yard)	Generac	Model #RD05034KDAE Serial #9739422		X	
4300 Spanish Flat Loop Rd (Spanish Flat Roads Dept)	Generac	Model # Guardian 24 KW Serial # 3011021973		X	
1125 3rd St (Hall of Justice – Old Jail)	Waukeshaw	Model #F1197GU Serial #289564	X		
1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144	X		
1195 3rd St (Admin Bldg)	Detroit	Model #8063-7416 Serial #06VF210470	X		
212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #06R0630319	X		
212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #06R0629188	X		
650 Imperial Wy (ITS)	Olympian	Model #D200P4 Serial #E7036D/001	X		
2030 Airport Rd (Napa County Airport)	Cummins	Model #QSM11-G1 Serial #35073923	X		
1535 Airport Rd (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975	X		
2000 Airport Rd (JAL)	Detroit	Model #600ROZD71 Serial #284585	X		
Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477	X		
4473 Atlas Peak Rd (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615	X		
7401 Solano Ave (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425		X	
1555 Airport Rd (Greenwood Ranch Fire Station)	Cummins	Model #QSB4.5G3 Serial #73188203		X	
942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8 Serial #0N6D00557		X	
1193 Capell Valley Rd (Capell Valley Fire Station)	Generac, 27kW	Model #RG02724 Serial #300513479			X
2751 Napa Valley Corporate Dr, Bldg A	Caterpillar	Model # C7.1 Serial #0ETG00368	X		
2751 Napa Valley Corporate Dr, Bldg B	Generac	Model # SD350 Serial #3011520266	X		
2721 Napa Valley Corporate Dr, Bldg 4	SDMO	Model #JS170LC Serial #JS170LC04007164			X
2747 Napa Valley Corporate Dr, Bldg 1A	Elliott 100kw	Model #100QD Serial #BU01J955			X
1598 Milton Rd (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468			X
5260 Old Sonoma Hwy (New Carneros Fire Station)	Kohler	Model #KG2204T Serial #D211035594			X

5900 Dry Creek Rd (Dry Creek Fire Station)	Generac	Model #0065512 Serial #9980903			X
1345 Wooden Valley Cross Rd (Gordon Valley Fire Station)	Generac	Model # RG02724ANA Serial #3000034502			X
1251 Steele Canyon Rd (Capell Valley Fire Station)	Generac	Model #RD030, 30 kW Serial #3012585757			X
2386 Stagecoach Canyon Rd (Pope Valley Fire Station)	Generac	Model #RD030, 30 kW Serial #3012863315			X
2200 Napa-Vallejo Hwy (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S	X		

Minimum Certifications and Licensing: A California C10-Electrical Contractor License is required.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B”**COMPENSATION**

CONTRACTOR shall provide **Semi Annual** and **Annual** maintenance and inspections of COUNTY Generators as outlined in Exhibit A at the following rates from July 1, 2023 through June 30, 2026.

ROUTINE MAINTENANCE RATES YEARS 1-3 JULY 1, 2023-JUNE 30, 2026

Location	Mfg	Model/Serial Number	Semi Annual Routine Maintenance Cost	Annual Maintenance Cost	Total Annual Cost
2721 Napa Valley Corporate Dr., Bldg 4 Mobile EOC	Generac	Model #MMG55DF4, 55KW Serial #3006135009 (#1)	\$393.00	\$1,830.00	\$2,223.00
2721 Napa Valley Corporate Dr., Bldg 4 Mobile EOC	Generac	Model #MMG55DF4, 55KW Serial #3006135010 (#2)	\$393.00	\$1,830.00	\$2,223.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial # HOP103964 (#1)	\$393.00	\$1,809.00	\$2,202.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial #HOP103965 (#2)	\$393.00	\$1,809.00	\$2,202.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial # HOP103963 (#3)	\$393.00	\$1,809.00	\$2,202.00
3075 California Blvd (Equipment Pool – Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial #UVC600056 (#4)	\$393.00	\$1,809.00	\$2,202.00
7292 Silverado Trail (Corp Yard)	Generac	Model #RD03034KDAE Serial #9739422	\$393.00	\$1,784.00	\$2,177.00
4300 Spanish Flat Loop Rd (Spanish Flat Roads)	Generac	Model #Guardian, 24 KW Serial #3011021973	\$393.00	\$1,591.00	\$1,984.00
1125 3rd St (Hall of Justice – Old Jail)	Waukeshaw	Model #F1197GU Serial #289564	\$393.00	\$1,784.00	\$2,177.00
1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144	\$393.00	\$2,678.00	\$3,071.00
1195 3rd St (Administration Bldg)	Detroit	Model #8063-7416 Serial #06VF210470	\$393.00	\$2,678.00	\$3,071.00
212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #630319	\$393.00	\$2,678.00	\$3,071.00
212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #06R0629188	\$393.00	\$2,678.00	\$3,071.00
650 Imperial Way (ITS)	Olympian	Model #D200P4 Serial #E7036D/001	\$393.00	\$2,678.00	\$3,071.00
2030 Airport Road (will relocate) (Napa County Airport)	Cummins	Model #QSM11-G1 Serial #35073923	\$393.00	\$2,678.00	\$3,071.00
1535 Airport Road (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975	\$393.00	\$2,678.00	\$3,071.00

2000 Airport Road (JAL)	Detroit	Model #600ROZD71 Serial #284585	\$393.00	\$2,678.00	\$3,071.00
Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477	\$393.00	\$1,784.00	\$2,177.00
4473 Atlas Peak Road (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615	\$393.00	\$1,784.00	\$2,177.00
7401 Solano Avenue (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425	\$393.00	\$1,784.00	\$2,177.00
1555 Airport Road (Greenwood Ranch Fire Station)	Cummins	Model #QSB4.5G3 Serial #73188203	\$393.00	\$1,784.00	\$2,177.00
942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8 Serial #0N6D00557	\$393.00	\$1,784.00	\$2,177.00
1193 Capell Valley Road (Capell Valley Fire Station)	Generac. 27kW	Model #RG02724 Serial #300513479	\$393.00	\$1,784.00	\$2,177.00
2751 Napa Valley Corporate Dr, Bldg A	Caterpillar	Model #C7.1 Serial #0ETG00368	\$393.00	\$1,784.00	\$2,177.00
2751 Napa Valley Corporate Dr, Bldg B	Generac	Model #SD350 Serial #3011520266	\$393.00	\$2,625.00	\$3,018.00
2721 Napa Valley Corporate Dr, Bldg 4	SDMO	Model #JS170LC Serial #JS170LC4007164	\$393.00	\$1,784.00	\$2,177.00
2747 Napa Valley Corporate Dr, Bldg 1A	Elliott, 100kW	Model #100QD Serial #BU01J955	\$393.00	\$1,784.00	\$2,177.00
1598 Milton Road (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468	\$393.00	\$1,784.00	\$2,177.00
5260 Old Sonoma Hwy (New Carneros Fire Station)	Kohler	Model #KG2204T Serial #D211035594	\$393.00	\$1,536.00	\$1,929.00
5900 Dry Creek Road (Dry Creek Fire Station)	Generac	Model #0065512 Serial #9980903	\$393.00	\$1,784.00	\$2,177.00
1345 Wooden Valley Cross Rd (Gordon Valley Fire Station)	Generac	Model # RG02724ANA Serial #3000034502	\$393.00	\$1,784.00	\$2,177.00
1251 Steele Canyon Rd (Capell Valley Fire Station)	Generac	Model #RD030, 30kW Serial #3012858757	\$393.00	\$1,784.00	\$2,177.00
2386 Stagecoach Canyon Rd (Pope Valley Fire Station)	Generac	Model #RD030, 30kW Serial #3012863315	\$393.00	\$1,784.00	\$2,177.00
2200 Napa-Vallejo Highway (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S	\$393.00	\$1,784.00	\$2,177.00

TOTAL \$81,762.00

CONTRACTOR shall respond to COUNTY authorized non-routine maintenance, repair services and emergency service/repairs at the rates listed below from July 1, 2023 through June 30, 2026. See response level table in Exhibit A:

EMERGENCY AND NON-ROUTINE RATES YEARS 1-3 JULY 1, 2023-JUNE 30, 2026

Emergency and Non-Routine Response Level Rates**		Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Level 1	Requires onsite response within two (2) hours or less	\$162.25	\$243.50	\$324.50
Level 2	Requires onsite response within four (4) hours or less	\$162.25	\$243.50	\$324.50
Level 3	Requires onsite response at 0730 hours the next normal working day	\$162.25	\$243.50	\$324.50

CONTRACTOR shall provide **Semi Annual** and **Annual** maintenance and inspections of COUNTY Generators as outlined in Exhibit A at the following rates from July 1, 2026 through June 30, 2028.

ROUTINE MAINTENANCE RATES YEARS 4-5 JULY 1, 2026-JUNE 30, 2028

Location	Mfg	Model/Serial Number	Semi Annual Routine Maintenance Cost	Annual Maintenance Cost	Total Annual Cost
2721 Napa Valley Corporate Dr., Bldg 4 Mobile EOC	Generac	Model #MMG55DF4, 55KW Serial #3006135009 (#1)	\$400.00	\$1,830.00	\$2,230.00
2721 Napa Valley Corporate Dr., Bldg 4 Mobile EOC	Generac	Model #MMG55DF4, 55KW Serial #3006135010 (#2)	\$400.00	\$1,830.00	\$2,230.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial # HOP103964 (#1)	\$400.00	\$1,845.00	\$2,245.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial #HOP103965 (#2)	\$400.00	\$1,845.00	\$2,245.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial # HOP103963 (#3)	\$400.00	\$1,845.00	\$2,245.00
3075 California Blvd (Equipment Pool - Fleet) Mobile EOC	Atlas Copco	Model #QAS 125 JD FT4, 100 KW Serial #UVC600056 (#4)	\$400.00	\$1,845.00	\$2,245.00
7292 Silverado Trail (Corp Yard)	Generac	Model #RD03034KDAE Serial #9739422	\$400.00	\$1,820.00	\$2,220.00
4300 Spanish Flat Loop Rd (Spanish Flat Roads)	Generac	Model #Guardian, 24 KW Serial #3011021973	\$400.00	\$1,623.00	\$2,023.00
1125 3rd St (Hall of Justice – Old Jail)	Waukeshaw	Model #F1197GU Serial #289564	\$400.00	\$1,820.00	\$2,220.00
1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144	\$400.00	\$2,732.00	\$3,132.00
1195 3rd St (Administration Bldg)	Detroit	Model #8063-7416 Serial #06VF210470	\$400.00	\$2,732.00	\$3,132.00
212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #630319	\$400.00	\$2,732.00	\$3,132.00

212 Walnut St (Juvenile Justice Center)	Detroit	Model #6063TK35 Serial #06R0629188	\$400.00	\$2,732.00	\$3,132.00
650 Imperial Way (ITS)	Olympian	Model #D200P4 Serial #E7036D/001	\$400.00	\$2,732.00	\$3,132.00
2030 Airport Road (will relocate) (Napa County Airport)	Cummins	Model #QSM11-G1 Serial #35073923	\$400.00	\$2,732.00	\$3,132.00
1535 Airport Road (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975	\$400.00	\$2,732.00	\$3,132.00
2000 Airport Road (JAL)	Detroit	Model #600ROZD71 Serial #284585	\$400.00	\$2,732.00	\$3,132.00
Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477	\$400.00	\$1,820.00	\$2,220.00
4473 Atlas Peak Road (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615	\$400.00	\$1,820.00	\$2,220.00
7401 Solano Avenue (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425	\$400.00	\$1,820.00	\$2,220.00
1555 Airport Road (Greenwood Ranch Fire Station)	Cummins	Model #QSB4.5G3 Serial #73188203	\$400.00	\$1,820.00	\$2,220.00
942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8 Serial #0N6D00557	\$400.00	\$1,820.00	\$2,220.00
1193 Capell Valley Road (Capell Valley Fire Station)	Generac. 27kW	Model #RG02724 Serial #300513479	\$400.00	\$1,820.00	\$2,220.00
2751 Napa Valley Corporate Dr, Bldg A	Caterpillar	Model #C7.1 Serial #0ETG00368	\$400.00	\$1,820.00	\$2,220.00
2751 Napa Valley Corporate Dr, Bldg B	Generac	Model #SD350 Serial #3011520266	\$400.00	\$2,677.00	\$3,077.00
2721 Napa Valley Corporate Dr, Bldg 4	SDMO	Model #JS170LC Serial #JS170LC4007164	\$400.00	\$1,820.00	\$2,220.00
2747 Napa Valley Corporate Dr, Bldg 1A	Elliott, 100kW	Model #100QD Serial #BU01J955	\$400.00	\$1,820.00	\$2,220.00
1598 Milton Road (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468	\$400.00	\$1,820.00	\$2,220.00
5260 Old Sonoma Hwy (New Carneros Fire Station)	Kohler	Model #KG2204T Serial #D211035594	\$400.00	\$1,566.00	\$1,966.00
5900 Dry Creek Road (Dry Creek Fire Station)	Generac	Model #0065512 Serial #9980903	\$400.00	\$1,820.00	\$2,220.00
1345 Wooden Valley Cross Rd (Gordon Valley Fire Station)	Generac	Model #RG02724ANA Serial #3000034502	\$400.00	\$1,820.00	\$2,220.00
1251 Steele Canyon Rd (Capell Valley Fire Station)	Generac	Model #RD030, 30kW Serial #3012858757	\$400.00	\$1,820.00	\$2,220.00
2386 Stagecoach Canyon Rd (Pope Valley Fire Station)	Generac	Model #RD030, 30kW Serial #3012863315	\$400.00	\$1,820.00	\$2,220.00
2200 Napa-Vallejo Highway (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S	\$400.00	\$1,820.00	\$2,220.00

TOTAL \$83,302.00

CONTRACTOR shall respond to COUNTY authorized non-routine maintenance, repair services and emergency service/repairs at the rates listed below from July 1, 2026 through June 30, 2028. See response level table in Exhibit A:

EMERGENCY AND NON-ROUTINE RATES YEARS 4-5 JULY 1, 2026-JUNE 30, 2028

Emergency and Non-Routine Response Level Rates**		Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Level 1	Requires onsite response within two (2) hours or less	\$165.50	\$248.50	\$331.00
Level 2	Requires onsite response within four (4) hours or less	\$165.50	\$248.50	\$331.00
Level 3	Requires onsite response at 0730 hours the next normal working day	\$165.50	\$248.50	\$331.00

1. Regular Hours: Monday to Friday (excluding COUNTY holidays) 7:30 a.m. to 4:00 p.m.
2. Overtime Hours: Monday to Friday outside Regular Hours (as listed at point 1) and Saturday. Overtime hours after 8 hours up to 12 hours in a workday.
3. Double Time Hours: After 12 hours in a workday, on Sundays, and holidays.

Payment of California Prevailing Wage is required.

Department of Industrial Relations (DIR) Registration Number: 1000005682

EXHIBIT "C"**[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE
INVOICE**

INVOICE # _____

DATE: _____

TO:

[Customer Name]

[Street Address]

[City, ST ZIP Code]

FOR:

[Project or service description]

Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	\$165.00	247.50
1/1/15	Napa.	Smith,	1	\$165.00	165.00
	Conf w/Owner	Engineer	4	\$165.00	660.00
	AutoCad, Bldg X, 3 rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3 rd Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 nd Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 nd	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0685

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Mercedes Meats - Supervising Staff Services Analyst
SUBJECT: Purchase a Transit Van

RECOMMENDATION

Director of Public Works requests the following actions regarding the purchase of a 2023 Ford Transit Van 350 LR 148" (4/5 vote required):

1. A waiver of competitive bidding requirements and sole source award to Watsonville Ford of Watsonville, CA for the purchase of one (1) 2023 Ford Transit 350 LR 148", pursuant to Napa County Code Section 2.36.090; and
2. Approval of a Budget Adjustment increasing appropriations in Vehicle Replacement Budget (Fund 4100, Org 4102000, Object 55400) by \$58,000 with the use of its available fund balance and establishment of a capital asset in the amount of \$58,000 for the purchase of a Ford Transit Van 350 LR 148".

EXECUTIVE SUMMARY

Today's requested action will allow a waiver for competitive bidding requirements and sole source award to Watsonville Ford of Watsonville, CA and will authorize the Napa County Fleet Manager to purchase a 2023 Ford Transit Van 350 LR 148" for assignment to the Sheriff Department for the purpose of transporting prisoners. Today's action will also approve a budget adjustment to increase appropriations by \$58,000 with an offset from fund balance in the Vehicle Replacement Budget and lastly, establish a new capital asset for Fiscal Year 2022-2023.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This item is not currently budgeted but once the budget adjustment is approved it will be in Org 4102000.
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Due to lack of inventory with current dealerships, we found an alternate dealership that can provide a replacement van with a van that fits our needs.
Is the general fund affected?	No
Future fiscal impact:	Future costs will be budgeted accordingly.
Consequences if not approved:	The fleet manager will not be able to replace the existing van in a timely manner. Sheriff's transportation department could be affected.
County Strategic Plan pillar addressed:	Effective and Open Government

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.

BACKGROUND AND DISCUSSION

The fleet manager needs to replace a Sheriff Department's transport van. Due to the lack of vehicle inventory the last couple of years, the fleet and purchasing managers have not been given a time frame for delivery of a van already approved by the board, from a current vendor. After much research the fleet manager was able to secure a Transit Van that fits the Sheriff Department's needs from Watsonville Ford, who has guaranteed a 2023 Ford Transit Van be delivered within the next 6 months.

Today's requested action will allow a waiver of competitive bidding requirement and authorize sole source award to Watsonville Ford and will authorize the Napa County Fleet Manager to purchase a 2023 Ford Transit Van 350 LR 148" for assignment to the Sheriff Department the purpose of transporting prisoners. Today's action will also approve a budget transfer to increase appropriation by \$58,000 with the offset from fund balance in the Vehicle Replacement Fund and lastly, establish a new capital asset for Fiscal Year 2022-2023.

QUOTE

K32103212023

NAPA COUNTY
1195 3RD ST
NAPA, CA 94559

DATE: APRIL 13, 2023

Watsonville Ford
550 Auto Center Dr
Watsonville Ca. 95076
jkrbec@watsonvillecdjr.com
831.521.9975

FLEET MANAGER	P.O. #	SHIPPING METHOD	VIN #	DELIVERY DATE	PAYMENT TERMS	DUE DATE
JOHN KRBEC		DELIVERY	TBD	TBD	NET 20	TBD

QTY	ITEM #	DESCRIPTION	MSRP	DISCOUNT	TOTAL
1	K321	TRANSIT 350 LR 148"	\$53175.00		\$53175.00
		ESTIMATED DELIVERY TIME 4-6 MONTHS			
				DMV FEES	0.00
				TIRE FEE	\$8.75
				SALES TAX (7.75%)	\$4121.06
				TOTAL QUOTE	\$57304.81



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0719

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works, Fleet Department
REPORT BY: Mercedes Meats - Supervising Staff Services Analyst
SUBJECT: Disposal of a 1999 Ford F450 Stencil Truck

RECOMMENDATION

Director of Public Works requests the following (4/5 vote required):

1. Declare the 1999 Ford F450 Stencil Truck as surplus and no longer required for public use and authorize Public Works Director, or designee, to sign the certificate of title for the surplus item being sold at action; and
2. Authorize the sale of the Ford F450 Stencil Truck at JJ Kane Auctioneers located at 8668 Sparling Lane, Dixon, CA 95620.

EXECUTIVE SUMMARY

The 1999 Ford F450 Stencil Truck has outlived its useful life, has been removed from service, and is no longer required for public use. With approval of today's action, the Stencil Truck will be declared surplus and sold at auction. California Code Section 25363 authorizes the Board of Supervisors, upon a four-fifths (4/5) vote, to sell at public auction, and convey to the highest bidder, for cash, any property belonging to the County and not required for public use.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Revenue from the sale of surplus equipment will be deposited into the Equipment Replacement fund of the Fleet Management Division (Fund 4100; Org 4101000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Stencil Truck recommended for surplus and auction has outlived its usefulness, has been removed from service, and is no longer required for public use.

Is the general fund affected?	No
Future fiscal impact:	There is no future fiscal impact past the current fiscal year.
Consequences if not approved:	Accumulated surplus property would exceed existing storage capacity.
County Strategic Plan pillar addressed:	Effective and Open Government

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.

BACKGROUND AND DISCUSSION

With the approval of today's action, the 1999 Stencil Truck that was donated by the City of Napa to the Roads Department in May of 2011, will be declared surplus and sold at auction. Today's action will also authorize the Public Works Director and/or Fleet manager to sign the certificate of title.

California Code Section 25363 authorizes the Board of Supervisors, upon a four-fifths (4/5) vote, to sell at public auction, and convey to the highest bidder, for cash, any property belonging to the County and not required for public use.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0724

TO: Board of Supervisors
FROM: David Morrison - Interim County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: Reappointments/Appointment to the Association of Bay Area Governments
Boards

RECOMMENDATION

Interim County Executive Officer and Clerk of the Board request appointment/reappointment to the following boards of the Association of Bay Area Governments (ABAG):

1. General Assembly - Delegate and Alternate, with no term end date; and
2. Executive Board - Representative and Alternate, with terms effective July 1, 2023 through June 30, 2025.

EXECUTIVE SUMMARY

Terms on the General Assembly do not have an end date while terms on the Executive Board are for two years with the current terms expiring on June 30, 2023.

PROCEDURAL REQUIREMENTS

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

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.

BACKGROUND AND DISCUSSION

The Association of Bay Area Governments (ABAG) was established in 1961 and is the oldest Council of Governments in California. ABAG is the designated regional planning agency and council of governments for the nine counties and 101 cities and towns of the San Francisco Bay region. ABAG works in regional land use, environmental stewardship, energy efficiency and water resource protection, and it partners directly with the Metropolitan Transportation Commission (MTC), as well as the Bay Area Regional Collaborative (BARC), Bay Area Air Quality Management District (BAAQMD), Bay Area Council Economic Institute, San Francisco Bay Conservation and Development Commission (BCDC) and Bay Area Planning Directors Association (BAPDA).

Delegates/Representatives and Alternates appointed to the General Assembly and Executive Board are Supervisors from member counties who are appointed by their respective Boards. Napa County has one Delegate and one Alternate, and one Representative and one Alternate, who serve on the ABAG General Assembly and Executive Board, respectively.

Terms on the General Assembly are ongoing and are routinely affirmed at the Board's first meeting of the year. The General Assembly regularly meets annually in April or more often as needed. Supervisor Ryan Gregory has served as Delegate since 2017, and Supervisor Alfredo Pedroza has served as Alternate since 2015 and is currently the President of MTC.

Terms on the Executive Board are effective for two years from July 1 to June 30 with current terms set to expire June 30, 2023. The Executive Board meets monthly. Chair Belia Ramos has served as Representative since 2017 and is currently the Vice President and is also a Member of BCDC, and Supervisor Ryan Gregory has served as Alternate since 2017.

ABAG also has a Regional Planning Committee that meets as needed. Supervisor Joelle Gallagher was appointed by the Board as the Representative at the meeting of January 3, 2023, to fill the vacancy created by retiring Supervisor Diane Dillon and is also a Member of BAAQMD and Alternate of BCDC.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0511

TO: Board of Supervisors
FROM: Oscar Ortiz - Sheriff-Coroner
REPORT BY: Wendi Agans - Sheriff's Administrative Manager
SUBJECT: Annual AB 481 Use Policy and Equipment Report

RECOMMENDATION

Sheriff requests the following actions in accordance with California State Assembly Bill 481 and Napa County Ordinance No. 1476:

1. Review of Sheriff's Office Policy 704 - Military Equipment and Annual Military Equipment Report; and
2. Approval of and authorization for continued use of certain law enforcement equipment.

EXECUTIVE SUMMARY

In accordance with Assembly Bill 481 (AB 481) and Napa County Ordinance No. 1476, Sheriff's Office is seeking authorization for continued use of certain law enforcement equipment, which by some of the language in AB 481, could also be described as military equipment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	N/A
Is the general fund affected?	No
Future fiscal impact:	N/A
Consequences if not approved:	If not approved, the Sheriff's Office would not be compliant with AB 481 and community safety could be compromised.
County Strategic Plan pillar addressed:	Effective and Open Government

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.

BACKGROUND AND DISCUSSION

California State Assembly Bill 481 (AB 481) was authored by Assemblymember David Chiu (D-San Francisco) to address funding, acquisition and use of certain law enforcement equipment. The intent of AB 481 stems from the Department of Defense Law Enforcement Support 1033 Program (1033 Program), which transfers military equipment to non-military law enforcement agencies. The Sheriff's Office does not participate in the 1033 Program. The legislation, however, also creates more transparency, oversight and accountability in the use and acquisition of other law enforcement equipment that could now be described as "military equipment" by language in AB 481. Governor Gavin Newsom signed AB 481 into law on September 30, 2021.

AB 481 required California law enforcement agencies, including Napa County Sheriff's Office, to obtain applicable governing body approval of a military equipment use policy by ordinance and to seek approval for continued use of any qualifying equipment acquired prior to January 1, 2022 and annually thereafter. On April 19, 2022, the Board of Supervisors conducted a first reading of Ordinance No. 1476, approving the Sheriff's Office military equipment use policy and authorizing the continued use of certain law enforcement equipment. A Second reading and adoption of Ordinance No. 1476 occurred on May 3, 2022.

Since the language of AB 481 appears to extend beyond the 1033 Program, law enforcement agencies across California have to interpret what qualifies for the reporting requirement and what is law enforcement equipment. The United States military, for example, utilizes handcuffs but handcuffs are universally recognized as a piece of law enforcement equipment. Several agencies, including the Sheriff's Office, are taking the position that it is better to "over report" and be fully transparent on all equipment and related use policies, even though the equipment available to the Sheriff's Office and its specialized units is law enforcement equipment for public safety purposes. Since the first equipment report was issued in 2022, the Sheriff's Office has only acquired a bolt action rifle, which not necessarily reportable but in the interest of over-reporting, it has been added to the 2023 report.

In accordance with annual reporting requirements of AB 481, Sheriff's Office is now seeking review of the attached Sheriff's Office Policy 704 - Military Equipment and Annual Military Equipment Report and authorization for continued use of certain law enforcement equipment.



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NAPA COUNTY OFFICE OF SHERIFF-CORONER

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OSCAR ORTIZ
Sheriff - Coroner

Napa County Sheriff

AB 481 Equipment Report

2023



NAPA COUNTY OFFICE OF SHERIFF-CORONER

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Considerations:

The AB481-reportable equipment inventory sheets contained within this document were compiled during Q1 2023.

With respect to costs, funding, annual upkeep expenses and estimated effective lifespan, every effort has been made to be as accurate as possible while at the same time acknowledging that many factors directly affecting those aforementioned values are unpredictable.

Costs associated with the following items represent the best estimates at the time this document was prepared. Many of these items are not purchased from manufacturers, but from dealers, who adjust costs in accordance with market factors beyond the predictive abilities or control of Napa SO.

Due to the unpredictable nature of the law enforcement profession, many of the item estimated upkeep costs and effective lifespans are best estimates and may vary greatly on a year-to-year basis, due to the availability of training, type of operational incidents or other factors.

“Annual Allocation” refers to the quantity needed “on hand” over the course of a calendar year to meet all reasonably-anticipated operational and training needs. Some items may be carried over in inventory year to year depending on operational/training tempo.

With respect to terminology, “expendable equipment” items are items that typically have a one-time use and then cannot be used again, such as chemical agents or smoke grenades.

In an effort to be as efficient as possible, many items, both “expendable” and otherwise have operational applications across a diverse set of Napa SO missions. For example, “40mm launcher (single and multi-shot capability)” is an item that is utilized by Napa SO Patrol, SWAT, Mobile Field Force and other auxiliary assignments. The cost and unit allocation estimates that state “across all divisions” represents the best estimation of the requirements for those items to fill all needs for the Sheriff’s Office.

Additionally, there are costs for non-AB481 equipment that are intrinsically tied to the costs for the following items. For example, slings, carrying cases, magazines, sighting systems, flashlights, cleaning supplies, batteries and other non-AB481 reportable items are not included in the cost estimations, unit allocation or upkeep portions of this report.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

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It should also be noted that the legislature has designated these items as “military equipment”. While the military may use some of the same equipment, the Sheriff’s Office (SO) deems all of this equipment as law enforcement equipment. Much the same as the military using handcuffs, there are items in common. The manner and reason they are used is significantly different.

For many years, this office has also displayed and offered education about our equipment and why we use it. The vast majority of equipment on this list was approved for funding through the County of Napa. From our Citizen’s Academy to National Night Out, we have always been open for discussion and education



NAPA COUNTY OFFICE OF SHERIFF-CORONER

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12-Gauge Muzzle Bang/Launching Cartridge (1370 Launching Cup)

Description:

The 12-Gauge Muzzle Bang / Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management during unruly or riot behavior as well as tactical deployment situations against or for propelling grenades (Chemical Agent/Smoke) when using the 1370 Launching Cup.

Purpose & Use:

The 12-Gauge Muzzle Bang / Launching Cartridge used alone produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45° angle. This round should not be direct fired at personnel. It is used as a crowd management tool in crowd control situations as a means of warning, intimidation or diversion. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry.

Launching Cartridge application: The 12-Gauge Muzzle Bang / Launching Cartridge used in conjunction with the 1370 Launching Cup provides the operator with the ability of projecting the Pocket Tactical family of hand delivered grenades. The use of the Launching Cup will project the grenades further than can be hand delivered. This increases the distance between operators and crowds, reducing the chance for injuries to both parties

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$7/ea. Annual estimated training and operational allocation of approximately 300 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 12-Gauge Muzzle Bang / Launching Cartridge.

Compliance Protocols:

Use of the 12-Gauge Muzzle Bang / Launching Cartridge shall conform to all relevant NSO policies, including but not limited to NSO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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40 mm launcher (single and multi-shot capability)

Description:

The 40 mm less lethal launcher is device that has the ability to shoot multiple types of 40 mm projectiles.

Purpose & Use:

A 40 mm launcher is used to deploy less lethal munitions and chemical agents for a variety of missions

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$800. Annual estimated training and operational allocation of approximately 30 units across all divisions. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The 40 mm launcher shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:

Must complete annual SWAT firearms qualification and regularly required refresher training.

Compliance Protocols:

Use of the 40 mm launcher shall conform to all relevant NSO policies, including but not limited to NSO Policy 300,302,303,305,404, as well as all local, state and federal use of force laws.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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40MM Muzzle Blast Round

Description:

The 40mm Muzzle Blast Rounds incorporate an aluminum shell and utilize smokeless powder as the propellant. The 40mm Muzzle Blast Rounds are designed to deliver chemical agents in the immediate area (30 feet) of the grenadier. The 40mm Muzzle Blast Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). 40mm Muzzle Blast is deployed from a 40mm launcher.

Purpose & Use:

The 40mm Muzzle Blast Rounds are widely used as a crowd management solution for the immediate and close deployment of chemical agent in crowd control management during unruly or riot behavior. However, it has proven successful during tactical operations. As a pain compliance round for crowd management, the 40mm Muzzle Blast Rounds are an excellent device for deploying chemical laden powder at close ranges for indoor or outdoor operations. The 40mm Muzzle Blast provides instantaneous emission of chemical agent directly at or on riotous, non-compliant subjects close to the police line or within confined spaces. As a tactical round, the Muzzle Blast Rounds have been used in operations such as barricaded subjects, room clearing, space denial, and a means of contaminating crawl spaces and attics. The purpose of the Muzzle Blast Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$28.00. Annual estimated training and operational allocation of approximately 10 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 40mm Muzzle Blast Rounds.

Compliance Protocols:

Use of the 40mm Muzzle Blast Rounds shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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NONEL (NONELECTRIC DELAY DETONATOR) –Various lengths of orange shock tube

Description:

NONEL nonelectric delay detonator consist of a length of orange shock tube with a High Strength detonator attached to one end. They are available in various lengths.

Purpose & Use:

Nonel is an energetic material component in explosive breaching charge construction.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$10/ea. Annual estimated training and operational allocation of approximately 700 units across all divisions.

SWAT procedural rules that govern use:

Nonel shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Nonel shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:

Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.

Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:

Use of Nonel as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407, 408 as well as all local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

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Armor Piercing (AP) projectiles (various calibers)

Description:

AP rounds is designed to penetrate through hardened material that other rounds are unable to.

Purpose & Use:

For the designated marksman (DM) to have the capability to stop various types of vehicles and penetrate harden objects.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$2.50/round. Annual estimated training and operational allocation of approximately 500 units.

SWAT procedural rules that govern use:

AP rounds shall be used by SWAT team members under the direction of the SWAT team Commander.

Use of AP rounds shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of the AP round shall conform to all relevant NSO policies, including but not limited to NSO Policy 305,404

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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BALLISTIC BREACHING ROUND (HOLLOW POINT CUTTER ROUND)

Description:

The Ballistic Breaching Cutter Round is designed to work in correlation with a Ballistic Breaching Shot gun. The Ballistic Breaching Cutter Round is encased in a 12-gauge shotgun casing and usually consists of a hardened steel slug.

Purpose & Use:

A Ballistic Breaching Cutter Round is a shotgun shell specially made to be fired through hardened barriers, cut through concrete re-bar, penetrate security glass, car doors and punch into automotive engine blocks.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$30/box. Annual estimated training and operational allocation of approximately 5 units.

SWAT procedural rules that govern use:

The Ballistic Breaching Cutter Round shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course taught by an appropriate training company.

Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407, 408.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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BALLISTIC BREACHING ROUND (various material components)

Description:

The Ballistic Breaching Round is designed to work in correlation with a Ballistic Breaching Shotgun. The Ballistic Breaching Round is encased in a 12-gauge shotgun casing and usually consists a variety of different materials allows for versatility of use based on target analysis.

Purpose & Use:

When properly utilized for a ballistic breaching task, it is designed to impact and structurally weaken the object it hits (thereby weakening the structure enough to allow successful tactical breaching) and then disperse into a relatively harmless powder.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$25/box. Annual estimated training and operational allocation of approximately 10 units.

SWAT procedural rules that govern use:

The Ballistic Breaching Round or Slug shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. They shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course. Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407, 408.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

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BALLISTIC BREACHING SHOTGUN

Description:

A short-barrel pistol-gripped 12-gauge pump action shotgun that has been modified to best perform ballistic breaching tasks. The breaching shotgun is designed to work in correlation with specific breaching rounds or slugs.

Purpose & Use:

When it is properly employed, a breaching shotgun can provide teams with safe and fast door breaching. Ballistic breach may also be employed to breach non-traditional barriers.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$800/ea. Annual estimated training and operational allocation of approximately 2 units. Annual estimated upkeep costs dependent on rounds fired and preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The Breaching Shotgun shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course and receive regular refresher training.

Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Shotgun as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407, 408.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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12-Gauge-Drag-Stabilized Munition

Description:

The 12-Gauge Drag Stabilized Munition is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. The rounds are also available as green marking powder.

Purpose & Use:

12-Gauge Drag Stabilized Munition is a point-of-aim, point-of-impact, direct-fire munition that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM). The munition is deployed from a designated and clearly marked less lethal 12-gauge shotgun.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$7.00. Annual estimated training and operational allocation of approximately 250 units.

Training Requirements:

Deputies must successfully complete department-approved training to be able to use 12-Gauge Drag Stabilized Munitions.

Compliance Protocols:

Use of 12-Gauge Drag Stabilized Munitions shall conform to all relevant NSO policies, including but not limited to NSO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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Chemical Agents- handheld delivered grenade devices

Description:

The Chemical Agents handheld grenade devices utilizes an M201A1 Fuze with enclosed canister that come in a variety of sizes, configurations and irritant payloads. In the OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) configurations, pelletized chemical agent is discharged through a gas port(s) from the canister.

Purpose & Use:

Chemical Agents handheld grenade devices can be used to conceal tactical movement. They can be used in crowd control management during unruly or riot behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. The purpose of Chemical Agents handheld grenade devices is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for indoor or outdoor deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$45. Annual estimated training and operational allocation of approximately 15 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use Chemical Agents handheld grenade devices.

Compliance Protocols:

Use of Chemical Agents handheld grenade devices shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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DETONATING CORD (DET CORD) (AKA – PRIMACORD) – Various grain weights per linear foot

Description:

PRIMACORD detonating cords (Det Cord) are flexible linear explosives with a core of PETN explosive encased in a textile outer jacket. They are available in various grain weights per linear foot.

Purpose & Use:

PRIMACORD is an energetic material component in explosive breaching charge construction.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$0.60/linear foot. Annual estimated training and operational allocation of approximately 4000 linear feet across all divisions.

SWAT procedural rules that govern use:

Det Cord shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Det Cord shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:

Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.

Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:

Use of Det Cord as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407, 408 as well as all local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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Exact/Direct Impact 40MM Sponge Munitions

Description:

The Exact Impact 40 MM Sponge Munition is a lightweight, high-speed projectile consisting of a plastic body and sponge nose. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent.

The Direct Impact 40 MM Foam Munition is a lightweight projectile that consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The munition is deployed from a 40mm launcher.

Purpose & Use:

The Exact Impact 40 MM Sponge Munition and the Direct Impact 40 MM Foam Round is a point-of-aim, point-of-impact, direct-fire munition that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM).

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$25. Annual estimated training and operational allocation of approximately 40 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition.

Compliance Protocols:

Use of the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition shall conform to all relevant NSO policies, including but not limited to NSO Policy 302.9, 404, 407 and 431.

Must maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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Ferret Round-40MM

Description:

The Ferret 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. It is available with either liquid or powder carrier for the agent. The payload can hold OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

Purpose & Use:

The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of the structure or vehicle. Is primarily used to dislodge barricaded subjects from very small confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$27. Annual estimated training and operational allocation of approximately 20 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Ferret 40mm Round.

Compliance Protocols:

Use of the Ferret 40mm Round shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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Noise/Flash Diversionary Device (NFDD AKA – Flashbangs) – 12 gram and 4 gram

Description:

NFDD utilizes an M201A1 type fuze with Hex design steel body. The bodies are reloadable and are reusable up to 25 times. The charges are available in full 12 gram loads, or 4 gram training charges.

Purpose & Use:

NFDD's are used to distract suspects during high risk operations.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$40/ea. Annual estimated training and operational allocation of approximately 50 units.

SWAT procedural rules that govern use:

NFDD's shall only be handled by trained deputies. Charges for the NFDD's will be installed by trained deputies. All devices shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by NFDD training standards.

Training Requirements:

Certified instructors must complete certification every four years. Deputies must complete training to use NFDD from certified instructors prior to deployment, and receive annual instruction on deployment and use.

Compliance Protocols:

Use of NFDD as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407, 408.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations, as well as all local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Infrared laser (IR) designator (various configurations)

Description:

Infrared Laser signaling device.

Purpose & Use:

IR laser is used as a “laser pointer” style pointing device that can be seen through night vision and has the capability of attaching to a weapon system. IR lasers are not visible to the naked human eye.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$2000. Annual estimated training and operational allocation of approximately 4 units. Estimated annual upkeep costs dependent on warranty coverage and routine/preventative maintenance. Estimated lifespan 5+ years.

SWAT procedural rules that govern use:

IR laser device shall be used by SWAT team members under the direction of the SWAT team Commander.

Use of the IR Laser designator shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Show proficiency in manipulation and annual qualification.

Compliance Protocols:

Use of the IR laser designator shall conform to all relevant NSO policies, including but not limited to NSO Policy 305,404

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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LENCO BEARCAT G3 ARMORED VEHICLE

Description

Off road and rural mission armored vehicle, seats 10-12 fully equipped officers, open floor plan that allows for rescue of downed personnel.

Purpose and Use

Armored vehicle system in a rugged off-road platform to provide enhanced off-road performance which allows for emergency response in rural regions and natural disasters scenarios for a variety of missions where standard armored SWAT vehicles would experience challenges. Optionally equipped with ram, "ramcam" that can penetrate a wall to allow live video feed inside a structure, technology meshing to allow the use of advanced technologies on scene, and all steel construction.

Cost & Quantity Allocation:

This equipment has no unique or temporary funding source. Unit cost of \$400,000/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

SWAT procedural rules that govern use

The Lenco Bearcat G3 is primarily operated by auxiliary drivers whose purpose is to drive and operate equipment on the Bearcat. However, all members of the SWAT team and auxiliary members have been provided in-person hands-on training on the vehicle and its capabilities.

Training Requirements

Every driver must possess a valid driver license, show competency when operating the Lenco Bearcat G3, and be up to date on the POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols

Use of the Lenco Bearcat shall conform to all relevant NSO policies, including but not limited to 308 – Vehicle Operations and Parking Procedures and 703 – Vehicle Use

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
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Recon Robotics Throwbot (AKA- Throwbot)

Description:

The Throwbot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments.

Purpose & Use:

The Throwbot is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 units. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Throwbot shall only be handled and controlled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Throwbot with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Throwbot as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 408.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Robotex Avatar Tactical Robot (AKA- Avatar)

Description:

The Avatar is a robot platform that allows the operator the ability to inspect a dangerous situation through instantaneous video and audio reconnaissance (including push-to-talk/two-way audio capability) without the need to send personnel in to assess the situation. Optionally, the Avatar robot can be fitted with a “claw” that can provide limited lift/move/carry/manipulate of small objects.

Purpose & Use:

The Avatar is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Avatar shall only be handled and controlled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Avatar with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Avatar as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 408.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Zistos Under-the-Door Camera (AKA- Under-Door-Camera)

Description:

The Under-the-Door Camera provides a safe and covert way to view into a room.

Purpose & Use:

The Under-the-Door Camera provides operators the ability to gain critical mission information with limited penetration.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Under-the-Door Camera shall only be handled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Under-the-Door-Camera with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Under-the-Door Camera as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 408.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Short barreled select fire AR-15 style rifle (various configurations)

Description:

A Short barreled select fire AR-15 style rifle available in a variety of calibers, barrel lengths and configurations.

Purpose & Use:

The short barreled select fire AR-15 style rifle is the type of firearms that SWAT team members are issued and employ for a wide variety of missions.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$1500. Ongoing costs determined by rounds fired operationally and in training, routine and preventative maintenance. Annual estimated training and operational allocation of approximately 20 units. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The rifle shall be assigned and used by SWAT team members who meet the department-set rifle qualifications and under the direction of the SWAT commander.

Training Requirements:

Must complete annual SWAT rifle qualification and regular firearms training.

Compliance Protocols:

Use of A Short barreled select fire AR-15 style rifle as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to NSO Policy 305, as well as all local, state and federal use of force laws.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Smoke- handheld smoke grenade devices

Description:

The handheld smoke grenade devices utilizes an M201A1 Fuze with enclosed canister that come in a variety of sizes, colors, configurations that uses HC (Hexachlorethane) and SAF-Smoke. Smoke is discharged through gas ports located on the canister.

Purpose & Use:

Handheld smoke grenade devices can be used to conceal tactical movement. They can be used in crowd control during unruly or riot behavior. It can be used to detect and/or dislodge a barricaded subject. It can also be used as an emergency signaling device. The different configurations allows for indoor or outdoor deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$43.00. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use handheld smoke grenade devices.

Compliance Protocols:

Use of handheld smoke grenade devices shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Spede-Heat 40mm Round

Description:

The Spede-Heat 40mm Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat 40mm Round is designed to deliver one dual-ported chemical or smoke canister from a 40mm launcher at various ranges, product dependent. The Spede-Heat 40mm Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) and Saf-Smoke. Spede-Heat 40mm round is deployed from a 40mm launcher.

Purpose & Use:

The Spede-Heat 40mm Round can be used to conceal tactical movement. They can be used in crowd control management during unruly or riot behavior. The purpose of the Spede-Heat 40mm Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for different distances and chemical agent or smoke deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$25. Annual estimated training and operational allocation of approximately 4 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Spede-Heat 40mm Round.

Compliance Protocols:

Use of Spede-Heat 40mm Round shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Stinger Grenade

Description:

The Stinger Grenade with Safety Clip is a combination Less Lethal Impact Munitions (LLIM) and Distraction Device that may incorporate optional CS (Chlorobenzylidenemalononitrile) or OC (Oleoresin Capsicum) laden powder, if desired. The Stinger Grenade is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC.

Purpose & Use:

The Stinger Grenade is most widely used in crowd control management during unruly or riot behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. Upon deployment, the blast is sufficient to project the rubber balls (32 cal. /60 cal. Option) and optional chemical agent in a 50 foot radius.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$50. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Stinger Grenade.

Compliance Protocols:

Use of the Stinger Grenades shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Sub-compact select fire weapon system

Description:

A sub-compact select fire weapon system is a shoulder fired weapon system that varies in calibers.

Purpose & Use:

A more compact, more easily concealed weapon system that can be deployed for appropriate situations.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$0.00 – legacy items already exist in inventory. Estimated annual upkeep determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The sub-compact select fire weapon system shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:

Must complete annual SWAT firearms qualification and regularly required firearms training.

Compliance Protocols:

Use of the sub compact select fire weapon system shall conform to all relevant NSO policies, including but not limited to NSO Policy 305,404, as well as all local, state and federal use of force laws.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Firearms Suppressor (various calibers, lengths, attachment styles)

Description:

A suppressor is a device typically attached at the end of a barrel of a firearm.

Purpose & Use:

A suppressor is used to muffle and distort the sound of a firearm as it is fired.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$1000. Annual estimated training and operational allocation of approximately 20 units (up to 1 unit per rifle). Estimated annual upkeep costs determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The suppressor shall be used by SWAT team members under the direction of the SWAT Commander.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of a suppressor shall conform to all relevant NSO policies, including but not limited to NSO Policy 305,404

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40 MM Warning/Signaling Round

Description:

The 40mm Aerial Warning/Signaling Round series are designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of marking or irritant payloads. These distances are 50,100,200 and 300 meters from the point of origin. The munition is deployed from a 40mm launcher.

Purpose & Use:

40mm Aerial Warning/Signaling Round are used to distract/disorientate individuals and provide less lethal response against potential threats. It is also effective in directing the movement of unruly or riot behavior crowds.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$40. Annual estimated training and operational allocation of approximately 5 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 40mm Aerial Warning/Signaling Round.

Compliance Protocols:

Use of the 40mm Aerial Warning/Signaling Round shall conform to all relevant NSO policies, including but not limited to NSO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Tactical Bolt-Action Rifles (various calibers/configurations)

Description:

The tactical bolt-action rifles are bolt-action firearms of various calibers, barrel lengths, ammunition-feeding mechanisms with optional, interchangeable sighting system(s).

Purpose & Use:

Used by the SWAT Designated Marksman (DM) for a variety of missions to provide a highly precise lethal force option at extended ranges.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$3000. Annual estimated operational and maintenance cost of \$300. Estimated lifespan 10+ years.

SWAT procedural rules that govern use:

Tactical bolt-action rifle(s) shall only be used by SWAT team members under the direction of the SWAT team Commander.

Use of tactical bolt-action rifle(s) shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of the tactical bolt-action rifle shall conform to all relevant NSO policies, including but not limited to NSO Policy 305,404

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). While the Legislatures defines our equipment as military equipment, this Office defines this equipment as law enforcement equipment.

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

704.2 POLICY

It is the policy of the Napa County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Napa County Sheriff's Office (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

[Insert attachment here]

704.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Office's policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

ORDINANCE NO. 1476

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,
STATE OF CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE
POLICY PURSUANT TO AB 481**

The Board of Supervisors of Napa County hereby finds and declares the following:

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies, such as the Sheriff's Department, to obtain approval from their governing body, of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires that the governing body make certain findings with respect to the military equipment use policy prior to its approval as set forth in Government Code Section 7071(d)(1); and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, in order to comply with AB 481, the Sheriff's Department has submitted its Military Equipment Use Policy No.706 for the Board's review and adoption, along with the Military Equipment Report.

NOW THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1. The Board finds that the considerations and requirements in Government Code Section 7071(d)(1) have been met. Specifically, the Board makes the following findings:

A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

D. There was no prior policy on use of military equipment and therefore no findings can be made with respect to compliance of prior use with prior policies.

SECTION 2. Napa County Sheriff Department Policy No.706, entitled "Military Equipment," and attached hereto as Exhibit A, is hereby adopted and approved.

SECTION 2. This Ordinance shall take effect thirty (30) days after its passage.

SECTION 3. The Board of Supervisors finds that adoption of this ordinance is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 4. A summary of this Ordinance shall be published at least once five days before adoption and at least once before the expiration of 15 days after its passage in the Napa Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 19th day of April, 2022, and passed at a regular meeting of the Board of Supervisors of the County of Napa, State of California, held on the 3rd day of May, 2022, by the following vote:

AYES:	SUPERVISORS	PEDROZA, RAMOS, DILLON and GREGORY
NOES:	SUPERVISORS	NONE
ABSTAIN:	SUPERVISORS	NONE
ABSENT:	SUPERVISORS	WAGENKNECHT

NAPA COUNTY, a political subdivision of the
State of California

By:



RYAN GREGORY, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>S. Darbinian</i> Date: April 11, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: May 3, 2022 Processed By: <u><i>Warrie</i></u> Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: <u><i>NHoskins</i></u></p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON May 5, 2022.

Ang Meyer, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0591

TO: Board of Directors
FROM: Jennifer Yasumoto, Director of Health and Human Services
REPORT BY: Doug Parker, Deputy Authority Counsel
SUBJECT: Adoption of Resolution Amending the In-Home Supportive Services (IHSS)
Public Authority's Conflict of Interest Code

RECOMMENDATION

PUBLIC HEARING 9:00 AM - Amending Conflict of Interest Code

Authority Counsel requests approval of amending the Conflict of Interest Code for the In-Home Supportive Services Public Authority (IHSS).

EXECUTIVE SUMMARY

Pursuant to the Political Reform Act of 1974, each local agency reviews its Conflict of Interest Code, and if changes are needed due to revised circumstances, it submits an amended code to the code-reviewing body for approval.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

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.

BACKGROUND AND DISCUSSION

In 1974, the voters of California approved the Political Reform Act of 1974 (Act), Government Code Section 81000 et seq. Among other things, the Act requires every agency to adopt and promulgate a conflict of interest code (Government Code Section 87300). For this purpose, “agency” includes any local government agency. An agency may adopt its code by incorporating by reference the model conflict of interest code set forth in Section 18730 of Title 2 of the California Code of Regulations.

In each county, the Board of Supervisors, in this case acting as the Governing Board of Directors of the IHSS Public Authority, is the “code-reviewing body” of any local agency, other than a city located entirely within the boundaries of the county, per Government Code Section 82011(b). Additionally, Government Code Section 87303 provides that no conflict of interest code is effective until it has been approved by the code-reviewing body.

Authority Counsel has reviewed the IHSS Public Authority Conflict of Interest Code, last updated December 3, 2002, and determined that an amendment is necessary to update the disclosure categories assigned to require the disclosure of all investments, business positions, interest in real property and sources of income which may be affected materially by the designated positions.

Authority Counsel recommends that the IHSS Public Authority approve the amended Conflict of Interest Code and directs the Clerk of the Board/Secretary of the Authority to give notice of its actions to this affected local agency.

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE IN-HOME SUPPORTIVE SERVICES OF
NAPA COUNTY PUBLIC AUTHORITY (“PA”)
AMENDING ITS CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act of 1974 (Government Code section 81000, *et seq.*) requires every state and local governmental agency to adopt a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations section 18730) containing a standardized conflict of interest code which may be incorporated by reference into the code of local government agencies; and

WHEREAS, on December 3, 2002, the PA adopted a Conflict of Interest Code which incorporated by reference the standardized code authorized by law which may be amended from time to time by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, PA’s Conflict of Interest Code includes a list of positions that are subject to mandatory disclosure of financial information, entitled “APPENDIX A- Designated Positions-Disclosure Categories”; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, PA’s Conflict of Interest Code provides for seven categories of disclosure in “APPENDIX B – DISCLOSURE CATEGORIES”; and

WHEREAS, notice of the proposed revisions to the Conflict of Interest Code of the County has been given in the manner required by County Resolution No. 98-145; and

WHEREAS, the PA has concluded that it is necessary to amend and readopt its Conflict of Interest Code, a copy of which is attached hereto as Exhibit “A”;

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NOW, THEREFORE, BE IT RESOLVED by the In-Home Supportive Services of Napa County Public Authority, State of California, as follows:

1. The In-Home Supportive Services of Napa County Public Authority Conflict of Interest Code is amended and readopted in the form set forth as attached Exhibit “A.”
2. The amendments described in Exhibit “A” and readoption of the In-Home Supportive Services of Napa County Public Authority Conflict of Interest Code shall be effective _____, 2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the In-Home Supportive Services of Napa County Public Authority of Napa County, State of California, at a regular meeting of the PA held on the _____ day of _____, 2023, by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY OF NAPA
COUNTY

By: _____

BELIA RAMOS, Chair of the
Governing Board of Directors

<p>APPROVED AS TO FORM Office of Authority Counsel</p> <p>By: <u>Douglas V. Parker (e-sign)</u> Deputy Authority Counsel</p> <p>Date: <u>March 24, 2023</u></p>	<p>APPROVED BY THE IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary for the IHSS PA</p>	<p>ATTEST: NEHA HOSKINS Secretary for the IHSS PA</p> <p>By: _____</p>
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EXHIBIT “A”

IN-HOME SUPPORTIVE SERVICES OF NAPA COUNTY PUBLIC AUTHORITY OF NAPA COUNTY CONFLICT OF INTEREST CODE

Effective _____, 2023

Section 1. Citation and Incorporation of Standard Conflict Of Interest Code.

The Political Reform Act (Govt. Code sec. 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. sec. 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation, the additional provisions set forth below, and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of In-Home Supportive Services of Napa County Public Authority of Napa County (“PA”). This document and its attached Appendices may together be cited as the In-Home Supportive Services of Napa County Public Authority of Napa County Conflict of Interest Code (“Code”).

Section 2. Definitions.

A. The definitions contained in the Political Reform Act and the regulations of the Fair Political Practices Commission, as amended from time to time, are hereby incorporated by reference into this Code.

B. “Filing Officer” shall mean the office or officer with whom any statement or report is required to be filed by the Act or its implementing regulations. If copies of a statement or report are required to be filed with more than one office or officer, the one first named is the filing officer, and the copy filed with the filing officer shall be signed in the original and shall be deemed the original copy.

C. “Statement of Economic Interests” refers to that document developed by the Fair Political Practices Commission and more commonly known and referred to as “Form 700.”

Section 3. Designated Employees.

Individuals holding designated positions shall file their statements of economic interests with the PA, which will make the statements available for public inspection and reproduction (Govt. Code sec. 81008). All statements will be retained by the PA. Statements may be retained and made available electronically. The persons holding the positions listed in Appendix “A” are the designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on their economic interests.

Section 4. Disclosure Categories.

The disclosure categories set forth in Appendix “B” specify which kinds of economic interests are reportable. All designated employees shall disclose in their statement of economic interests those economic interests described in the disclosure category to which they are assigned in Appendix “A.” It has been determined that the economic interests set forth in each designated employees’ disclosure category are the kinds of economic interests which it is foreseeable the employees could

materially affect through the conduct of their offices.

Section 5. Statements of Economic Interests; Place of Filing; Time of Filing.

- A. All designated employees shall file statements of economic interests with the Filing Officer. The Filing Officer may implement, consistent with all approvals required and regulations of the Fair Political Practices Commission, an electronic system through which designated employees shall file statements of economic interests.
- B. **Initial Statements.** All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.
- C. **Assuming Office Statements.** All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- C. **Annual Statements.** All designated employees shall file statements no later than April
 - 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status

IN-HOME SUPPORTIVE SERVICES OF NAPA COUNTY PUBLIC AUTHORITY CONFLICT OF INTEREST CODE

APPENDIX A

Designated Positions - Disclosure Categories

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

Members of the PA Governing Board	4
PA Director	2
PA Legal Counsel	2
Members of the PA Advisory Committee	6
Auditor-Controller (Napa County Auditor-Controller, serving ex-officio)	2
Contract Consultants for PA.:	

Contract consultants shall be included in the list of Designated Employees and shall disclose their material financial interests in regard to all of the adopted disclosure categories, subject to the following limitation:

The PA Director may determine in writing that a particular contract consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to comply or fully comply with all of the disclosure requirements described in Appendix "B". This written determination shall include a description of the contract consultant's duties and based upon that description, a statement of the extent of disclosure requirements. This determination is a public record and shall be retained for public inspection and be available for inspection and copying in the same location and manner as PA's copy of the Conflict of Interest Code.

APPENDIX B

DISCLOSURE CATEGORIES¹

CATEGORY 1. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030², (ii) all investments as defined in Government Code section 82034³, (iii) interests in real property as defined in Government Code

¹ The terms contained herein which are defined in the following footnotes apply to all disclosure categories unless otherwise indicated.

² **"Income"** (a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States government or a commodity future registered with the Commodity Futures Trading Commission of the United States government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if the individual is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

³ **"Investment"** "Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or their immediate

APPENDIX B

DISCLOSURE CATEGORIES

section 82033⁴, and (iv) all business positions as defined in the California Code of Regulations, section 18730, Subsection (b)(7)(D)⁵.

CATEGORY 2. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, (iii) interests in real property as defined in Government Code section 82033, and (iv) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D). Gifts for purposes of this category shall not include gifts received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

CATEGORY 3. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D) from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department to which the person is assigned.

CATEGORY 4. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D). Income for purposes of this category shall not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars (\$ 2,000). The term “investment” does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater. The term “parent, subsidiary or otherwise related business entity” shall be specifically defined by regulations of the commission.

⁴ **“Interest in real property”** “Interest in real property” includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family if the fair market value of the interest is two thousand dollars (\$ 2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater.

⁵ **“Business Position Disclosure”** When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which the designated employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

APPENDIX B

CATEGORY 5. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D) from sources that provides, or contracts with the County or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to Napa County, or has contracted with the County or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment within the last two calendar years.

CATEGORY 6. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D) from sources that provide, or contracts with the County to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned, or within the previous two calendar years has contracted with the County to supply goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned.

CATEGORY 7. Persons in this category shall disclose all interests in real property located inside the geographic boundaries of the County of Napa, or located within two miles of the geographic boundaries of the County of Napa.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0729

TO: Board of Supervisors
FROM: David Morrison - Interim County Executive Officer
REPORT BY: Daniel Sanchez - Senior Management Analyst
SUBJECT: Introduction of Ordinance Designating the Napa County Sheriff as Director of Emergency Services

RECOMMENDATION

PUBLIC HEARING 9:00 AM - Introduction of Ordinance

Interim County Executive Officer requests introduction and intention to adopt an Ordinance amending Section 2.80.040 (Duties and Responsibilities), Section 2.80.050 (Director and Assistant Director-Offices Created) and Section 2.80.060 (Director and Assistant Director-Powers and Duties) of Chapter 2.80 (Emergency Services) of the Napa County Code, relating to the designation of the Napa County Sheriff as the Director of Emergency Services. (UNANIMOUS VOTE REQUIRED)

STAFF REQUESTS CONTINUATION TO JUNE 6, 2023, AT 9:00 AM

EXECUTIVE SUMMARY

This is an introduction and intention to adopt an Ordinance amending portions of Chapter 2.80 (Emergency Services) of Title 2 of the Napa County Code (Personnel and Administration) to designate the Napa County Sheriff as the Director of Emergency Services in place of the Napa County Executive Officer given the expected retirement of the current Risk and Emergency Services Manager.

PROCEDURAL REQUIREMENTS

1. Staff report.

2. Public comment.

3. Motion, second, discussion, and vote on intention to adopt the ordinance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?

No

County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Adoption of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Chapter 2.80 of Title 2 of the Napa County Code regarding the County's emergency organization and functions is intended to ensure the County can prepare for, respond to, and recover from emergencies and disasters within the Napa operational area. County Code currently designates the County Executive Officer as the Director of Emergency Services. The County's current Risk and Emergency Services Manager is part of the County Executive Office and reports to the Director of Emergency Services. With the forthcoming retirement of the Risk and Emergency Services Manager, staff recommends transfer of emergency operations to the Sheriff's Office and requests the Board designate the Sheriff as the Director of Emergency Services. Several counties within the State follow this model.

Government Code Section 26622 provides that the sheriff is ex officio director of emergency services and may carry out the duties of director. The Board may designate the Sheriff as Director of Emergency Services upon unanimous vote as passed by resolution and may repeal such action at any time by a three-fifths vote. The suggested revisions to the County Code may only be implemented through passage of an ordinance and satisfy the requirements of Section 26622 because ordinances are laws of the State and are of higher authority than local resolutions.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING SECTION 2.08.040 (DUTIES
AND RESPONSIBILITIES), SECTION 2.80.050 DIRECTOR AND
ASSISTANT DIRECTOR-OFFICES CREATED) AND SECTION 2.80.060
(DIRECTOR AND ASSISTANT DIRECTOR- POWERS AND DUTIES) OF
CHAPTER 2.80 (EMERGENCY SERVICES) OF THE NAPA COUNTY
CODE, RELATING TO THE DESIGNATION OF THE NAPA COUNTY
SHERIFF AS THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Chapter 7 of Division 1 of Title 2 of the California Government Code, the California Emergency Services Act, is intended to ensure that preparations within the State will be adequate to deal with emergencies and disasters; and

WHEREAS, Chapter 2.80 of Title 2 of the Napa County Code regarding the County's emergency organization and functions is intended to ensure the County is able to prepare for, mitigate, respond to, and recover from emergencies and disasters within the Napa operational area; and

WHEREAS, the County Code currently designates the County Executive Officer as the Director of Emergency Services; and

WHEREAS, the County's current Risk and Emergency Services Manager, is part of the County Executive Office and reports to the Director of Emergency Services (the County Executive Officer); and

WHEREAS, with the expected retirement of the Risk and Emergency Services Manager, the County would like to restructure emergency operations so that it is housed within the Sheriff's Office, with the Sheriff serving as the Director of Emergency Services; and

WHEREAS, Government Code Section 26622 provides that the Sheriff is ex officio director of emergency services and may carry out the duties of director upon unanimous vote of

the Board of Supervisors as passed by resolution, and further that such action may be repealed by the Board at any time by a three-fifths vote.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Section 2.08.040 (Duties and Responsibilities) of Chapter 2.08 (County Executive Officers) of Title 2 (Administration and Personnel) of the Napa County Code is amended to read in full as follows:

2.08.040 - Duties and Responsibilities.

A. The CEO is accountable for the effective administration and management of all governmental affairs of the County which may legally be placed in its charge and control.

B. The primary duties and responsibilities of the CEO shall be to plan, organize, control and direct the overall operation of the county; prepare, present and monitor the county budget; promote county activities and affairs with government and private entities, community organizations, industry and the general public; and serve on various committees and agencies. The CEO shall have the authority to require and receive any and all information from any county department the CEO may deem necessary to fulfill the above-enumerated duties and responsibilities.

C. Further duties and responsibilities of the CEO shall include, but are not limited to, the following:

1. Policy Formation. The CEO shall develop and recommend policy and policy alternatives to the board of supervisors for consideration. It shall be the role of the CEO to advise the board of supervisors in the development of policy matters through the analysis, development and presentation of policy alternatives, including the anticipated consequences of such alternatives and the cost-benefit analysis of such alternatives. Furthermore, the CEO shall attend board meetings and advise on matters of policy and administration.

2. Policy Implementation. The CEO shall implement the policies adopted by the board of supervisors and shall ensure they are properly distributed and explained to all affected personnel.

3. Departmental Duties and Responsibilities. To the extent permitted by law, the CEO shall:

a. Receive projects that the board of supervisors has directed to the CEO for action, and refer those projects to the appropriate department.

b. Monitor, and report to the board regarding, the performance of county departments.

c. Evaluate all proposed departmental programs and recommend those to the board of supervisors the CEO feels should be approved or modified; periodically evaluate existing departmental programs and recommend changes to the board where they are indicated.

d. Evaluate departmental organization on a continuous basis, subject to the limitations of state law or the directives of the board of supervisors; initiate changes in directives of the board of supervisors, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; assign space to county departments in county facilities, and authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations-based upon policies established by the board; recommend to the board of supervisors the transfer of positions between departments and the consolidation or combining of county offices, departments, positions, or units.

e. Annually review the performance of the duties of all appointed department heads, except County Counsel and the Agricultural Commissioner, based upon mutually agreed to goals and objectives and recommend increases or decreases in compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss performance in meeting goals and objectives.

f. Appoint, transfer, discipline, suspend or dismiss, as appropriate, any non-elective department head who is not required to be appointed by the board of supervisors or who does not serve a fixed term of office; such department head shall serve at the pleasure of and be appointed by the CEO. In those cases where the board of supervisors is the appointing authority under this subparagraph, the CEO shall:

i. Recommend to the board of supervisors, for its consideration and appointment, qualified candidate(s) to fill any vacancies; and

ii. Recommend to the board of supervisors, for its consideration and determination, any legally permitted course of action relating to such department head, as appropriate.

g. When necessary, or upon a department head's request, assist department heads in solving problems which inhibit efficient operation within a department or creates friction between departments.

h. Provide management training and develop leadership qualities among department heads to build a county management team that can plan for and meet future challenges.

4. Authority to Approve Emergency Transactions. The board of supervisors does hereby delegate to the CEO the power to enter into and execute contracts as authorized by Public Contracts Code Section 20132 during "emergencies." "Emergencies" shall mean situations requiring immediate action by the county where delaying action until the board of supervisors meets would endanger public peace, health, or safety. The CEO shall also have the authority to approve "emergency" purchases and "emergency" travel requests, and shall immediately report all such approvals to the board of supervisors in writing.

5. Management of the County's Executive Office. The CEO, through its Executive Office, shall coordinate the activities of all county departments, preparing recommendations to the board and executing board directives as they relate to departmental operations. The Executive Office personnel, under direction of the CEO, shall also provide support, advice and assistance to all county departments. The CEO shall serve as a problem-solver, coordinator, mediator or other role(s) as determined appropriate by the board of supervisors in serving the needs of each county department and county government overall.

6. Staff to the board of supervisors. The CEO and Executive Office personnel shall provide staff support to the board of supervisors.

a. The CEO, under the direction of the board of supervisors, shall represent the board of supervisors and the county generally in public relations, at the local level, regionally, and in County-State matters.

b. As staff to the board, the CEO is authorized to coordinate and facilitate the public meeting agenda process of the board of supervisors. The CEO shall ensure that all board agenda requests are complete and that all relevant information is available for effective decision making. The CEO furthermore has the authority to request and receive justification of an item from a department head as the CEO deems appropriate to effectively and efficiently conduct county business. The CEO is authorized to set the agenda for each regular and special meeting of the board of supervisors.

7. County Budget.

a. As county budget officer, the CEO shall supervise and direct the preparation of the annual county budget. In the performance of this duty the CEO shall review and evaluate all departmental requests and all items in the proposed budget including expenditures, revenues and reserves. The CEO shall submit the proposed budget to the board of supervisors together with a written report and recommendations which shall be based on board of supervisors policy direction, revenue projections, budget targets, and proposed goals, objectives, work programs and projects developed by the various departments;

b. The CEO shall evaluate the budget adopted by the board of supervisors on an ongoing basis to assure that throughout the fiscal year such revenues and expenditures are consistent with the annual budget and necessary and proper.

c. The CEO shall report to the board of supervisors, not less than semi-annually, the status of the budget expenditures and revenues and recommend adjustments as necessary.

d. All requests for changes in the annual budget shall first be submitted to the CEO who shall transmit them to the board of supervisors together with recommendations; provided, however, pursuant to Section 29125 of the Government Code, the CEO is hereby granted the authority to approve transfers and revisions within an appropriation.

8. Legislative Activity. The CEO shall monitor legislative matters as they relate to county and local government, economic development, and other county issues. It is expected that individual board members should have ready access to legislative matters, including current, pending and proposed matters, through and with the assistance of the CEO and Executive Office personnel. Furthermore, the CEO shall perform legislative analysis and coordinate the development of recommendations to the board concerning legislative activities.

9. Employee Bargaining. The CEO shall participate as necessary with the designated board employer-employee representative in the meet-and-confer process with employee representatives.

10. Contractual Matters. To the extent authorized by the board of supervisors, the CEO shall participate in negotiation, implementation and oversight of county contracts.

[Reserved]12. Purchasing Agent. The CEO shall serve as the purchasing agent for the county.

13. Local Enforcement Agency (LEA). The CEO shall serve as the LEA director for the county.

14. Risk Management/Insurance. The CEO shall oversee all county insurance programs and be responsible for risk management and safety operations.

15. Policy Manual. The CEO shall supervise and direct the preparation and maintenance of a county administrative code which sets forth the policies and procedures of the board of supervisors regarding the administrative affairs of the county, including the procedure for review of departmental matters by the CEO prior to the submission of such matters to the board of supervisors. The CEO shall utilize executive orders as appropriate to provide administrative direction to departments.

16. Duties Performed For Ex Officio Governing Bodies. The duties herein provided and the services to be rendered by the CEO shall be performed for the board of supervisors in connection with any entities for which the board of supervisors may be ex officio the governing body.

SECTION 2. Section 2.80.050 (Director and assistant director-Offices created) of Chapter 2.80 (Emergency Services) of Title 2 (Administration and Personnel) of the Napa County Code is amended to read in full as follows:

2.80.050 - Director and assistant director - Offices created.

A. There is created the office of director of emergency services. The county sheriff shall be the director of emergency services.

B. There is created the office of assistant director of emergency services, who shall be appointed by the director.

SECTION 3. Section 2.80.060 (Director and assistant director- Powers and duties) of Chapter 2.80 (Emergency Services) of Title 2 (Administration and Personnel) of the Napa County Code is amended to read in full as follows:

2.80.060 - Director and assistant director—Powers and duties.

A. The director is empowered to:

1. Request the board of supervisors to proclaim the existence or threatened existence of a "local emergency" if the board of supervisors is then in session;

2. If the board of supervisors is not then in session, to proclaim that a "local emergency" then exists. Whenever a local emergency is so proclaimed by the director, the board of supervisors shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect;

3. Recommend that the chairman of the board of supervisors request or, when the board and the chairman are unavailable, request that the Governor proclaim a "state of

emergency" when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;

4. Control and direct the effort of the emergency organization of the county for the accomplishment of the purposes of this chapter;

5. Direct cooperation between, and coordination of, services and staff of the emergency organization of the county, and resolve questions of authority and responsibility that may arise between them;

6. Represent the county in all dealings with public and private agencies on matters pertaining to emergencies as defined in this chapter;

7. In the event of the proclamation of a "local emergency," as herein provided, or the proclamation of a "state of emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency," the director is empowered to:

a. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors,

b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the county for the fair value thereof, and, if required immediately, to commandeer the same for public use,

c. To require emergency services of any county officer or employee and, in the event of the proclamation of a state of emergency in the county or the existence of a state of war emergency, to command the aid of as many citizens of the county as he deems necessary in the execution of his duties; such persons so commanded shall be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency service workers,

d. To requisition necessary personnel or material of any county department or agency, and

e. To execute all of his ordinary power as county sheriff, all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.

f. The sheriff serves as the director of emergency services and exercises control of county government in extreme emergencies when there is not sufficient opportunity for the board of supervisors to act, hire necessary extra personnel and purchase necessary supplies and equipment to meet such emergencies.

B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.

C. The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of the county, and shall have such other powers and duties as may be assigned by the director.

SECTION 4. Consideration and adoption of the proposed ordinance is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Additionally, it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

SECTION 5. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 6. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 7. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 2nd day of May, 2023, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of May, 2023, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the
State of California

BELIA RAMOS, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy</p> <p>By: <u>/s/ Meredith Trueblood</u> Code Services</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE
OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD
STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING SECTION 2.08.040 (DUTIES
AND RESPONSIBILITIES), SECTION 2.80.050 DIRECTOR AND
ASSISTANT DIRECTOR-OFFICES CREATED) AND SECTION 2.80.060
(DIRECTOR AND ASSISTANT DIRECTOR- POWERS AND DUTIES) OF
CHAPTER 2.80 (EMERGENCY SERVICES) OF THE NAPA COUNTY
CODE, RELATING TO THE DESIGNATION OF THE NAPA COUNTY
SHERIFF AS THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Chapter 7 of Division 1 of Title 2 of the California Government Code, the California Emergency Services Act, is intended to ensure that preparations within the State will be adequate to deal with emergencies and disasters; and

WHEREAS, Chapter 2.80 of Title 2 of the Napa County Code regarding the County's emergency organization and functions is intended to ensure the County is able to prepare for, mitigate, respond to, and recover from emergencies and disasters within the Napa operational area; and

WHEREAS, the County Code currently designates the County Executive Officer as the Director of Emergency Services; and

WHEREAS, the County's current Risk and Emergency Services Manager, is part of the County Executive Office and reports to the Director of Emergency Services (the County Executive Officer); and

WHEREAS, with the expected retirement of the Risk and Emergency Services Manager, the County would like to restructure emergency operations so that it is housed within the Sheriff's Office, with the Sheriff serving as the Director of Emergency Services; and

WHEREAS, Government Code Section 26622 provides that the Sheriff is ex officio director of emergency services and may carry out the duties of director upon unanimous vote of

the Board of Supervisors as passed by resolution, and further that such action may be repealed by the Board at any time by a three-fifths vote.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Section 2.08.040 (Duties and Responsibilities) of Chapter 2.08 (County Executive Officers) of Title 2 (Administration and Personnel) of the Napa County Code is amended to read in full as follows:

2.08.040 - Duties and Responsibilities.

A. The CEO is accountable for the effective administration and management of all governmental affairs of the County which may legally be placed in its charge and control.

B. The primary duties and responsibilities of the CEO shall be to plan, organize, control and direct the overall operation of the county; prepare, present and monitor the county budget; promote county activities and affairs with government and private entities, community organizations, industry and the general public; and serve on various committees and agencies. The CEO shall have the authority to require and receive any and all information from any county department the CEO may deem necessary to fulfill the above-enumerated duties and responsibilities.

C. Further duties and responsibilities of the CEO shall include, but are not limited to, the following:

1. Policy Formation. The CEO shall develop and recommend policy and policy alternatives to the board of supervisors for consideration. It shall be the role of the CEO to advise the board of supervisors in the development of policy matters through the analysis, development and presentation of policy alternatives, including the anticipated consequences of such alternatives and the cost-benefit analysis of such alternatives. Furthermore, the CEO shall attend board meetings and advise on matters of policy and administration.

2. Policy Implementation. The CEO shall implement the policies adopted by the board of supervisors and shall ensure they are properly distributed and explained to all affected personnel.

3. Departmental Duties and Responsibilities. To the extent permitted by law, the CEO shall:

a. Receive projects that the board of supervisors has directed to the CEO for action, and refer those projects to the appropriate department.

b. Monitor, and report to the board regarding, the performance of county departments.

c. Evaluate all proposed departmental programs and recommend those to the board of supervisors the CEO feels should be approved or modified; periodically evaluate existing departmental programs and recommend changes to the board where they are indicated.

d. Evaluate departmental organization on a continuous basis, subject to the limitations of state law or the directives of the board of supervisors; initiate changes in directives of the board of supervisors, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; assign space to county departments in county facilities, and authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations-based upon policies established by the board; recommend to the board of supervisors the transfer of positions between departments and the consolidation or combining of county offices, departments, positions, or units.

e. Annually review the performance of the duties of all appointed department heads, except County Counsel and the Agricultural Commissioner, based upon mutually agreed to goals and objectives and recommend increases or decreases in compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss performance in meeting goals and objectives.

f. Appoint, transfer, discipline, suspend or dismiss, as appropriate, any non-elective department head who is not required to be appointed by the board of supervisors or who does not serve a fixed term of office; such department head shall serve at the pleasure of and be appointed by the CEO. In those cases where the board of supervisors is the appointing authority under this subparagraph, the CEO shall:

i. Recommend to the board of supervisors, for its consideration and appointment, qualified candidate(s) to fill any vacancies; and

ii. Recommend to the board of supervisors, for its consideration and determination, any legally permitted course of action relating to such department head, as appropriate.

g. When necessary, or upon a department head's request, assist department heads in solving problems which inhibit efficient operation within a department or creates friction between departments.

h. Provide management training and develop leadership qualities among department heads to build a county management team that can plan for and meet future challenges.

4. Authority to Approve Emergency Transactions. The board of supervisors does hereby delegate to the CEO the power to enter into and execute contracts as authorized by Public Contracts Code Section 20132 during "emergencies." "Emergencies" shall mean situations requiring immediate action by the county where delaying action until the board of supervisors meets would endanger public peace, health, or safety. The CEO shall also have the authority to approve "emergency" purchases and "emergency" travel requests, and shall immediately report all such approvals to the board of supervisors in writing.

5. Management of the County's Executive Office. The CEO, through its Executive Office, shall coordinate the activities of all county departments, preparing recommendations to the board and executing board directives as they relate to departmental operations. The Executive Office personnel, under direction of the CEO, shall also provide support, advice and assistance to all county departments. The CEO shall serve as a problem-solver, coordinator, mediator or other

role(s) as determined appropriate by the board of supervisors in serving the needs of each county department and county government overall.

6. Staff to the board of supervisors. The CEO and Executive Office personnel shall provide staff support to the board of supervisors.

a. The CEO, under the direction of the board of supervisors, shall represent the board of supervisors and the county generally in public relations, at the local level, regionally, and in County-State matters.

b. As staff to the board, the CEO is authorized to coordinate and facilitate the public meeting agenda process of the board of supervisors. The CEO shall ensure that all board agenda requests are complete and that all relevant information is available for effective decision making. The CEO furthermore has the authority to request and receive justification of an item from a department head as the CEO deems appropriate to effectively and efficiently conduct county business. The CEO is authorized to set the agenda for each regular and special meeting of the board of supervisors.

7. County Budget.

a. As county budget officer, the CEO shall supervise and direct the preparation of the annual county budget. In the performance of this duty the CEO shall review and evaluate all departmental requests and all items in the proposed budget including expenditures, revenues and reserves. The CEO shall submit the proposed budget to the board of supervisors together with a written report and recommendations which shall be based on board of supervisors policy direction, revenue projections, budget targets, and proposed goals, objectives, work programs and projects developed by the various departments;

b. The CEO shall evaluate the budget adopted by the board of supervisors on an ongoing basis to assure that throughout the fiscal year such revenues and expenditures are consistent with the annual budget and necessary and proper.

c. The CEO shall report to the board of supervisors, not less than semi-annually, the status of the budget expenditures and revenues and recommend adjustments as necessary.

d. All requests for changes in the annual budget shall first be submitted to the CEO who shall transmit them to the board of supervisors together with recommendations; provided, however, pursuant to Section 29125 of the Government Code, the CEO is hereby granted the authority to approve transfers and revisions within an appropriation.

8. Legislative Activity. The CEO shall monitor legislative matters as they relate to county and local government, economic development, and other county issues. It is expected that individual board members should have ready access to legislative matters, including current, pending and proposed matters, through and with the assistance of the CEO and Executive Office personnel. Furthermore, the CEO shall perform legislative analysis and coordinate the development of recommendations to the board concerning legislative activities.

9. Employee Bargaining. The CEO shall participate as necessary with the designated board employer-employee representative in the meet-and-confer process with employee representatives.

10. Contractual Matters. To the extent authorized by the board of supervisors, the CEO shall participate in negotiation, implementation and oversight of county contracts.

11. [Reserved]

12. Purchasing Agent. The CEO shall serve as the purchasing agent for the county.
13. Local Enforcement Agency (LEA). The CEO shall serve as the LEA director for the county.
14. Risk Management/Insurance. The CEO shall oversee all county insurance programs and be responsible for risk management and safety operations.
15. Policy Manual. The CEO shall supervise and direct the preparation and maintenance of a county administrative code which sets forth the policies and procedures of the board of supervisors regarding the administrative affairs of the county, including the procedure for review of departmental matters by the CEO prior to the submission of such matters to the board of supervisors. The CEO shall utilize executive orders as appropriate to provide administrative direction to departments.
16. Duties Performed For Ex Officio Governing Bodies. The duties herein provided and the services to be rendered by the CEO shall be performed for the board of supervisors in connection with any entities for which the board of supervisors may be ex officio the governing body.

SECTION 2. Section 2.80.050 (Director and assistant director-Offices created) of Chapter 2.80 (Emergency Services) of Title 2 (Administration and Personnel) of the Napa County Code is amended to read in full as follows:

2.80.050 - Director and assistant director - Offices created.

A. There is created the office of director of emergency services. The county sheriff shall be the director of emergency services.

B. There is created the office of assistant director of emergency services, who shall be appointed by the director.

SECTION 3. Section 2.80.060 (Director and assistant director- Powers and duties) of Chapter 2.80 (Emergency Services) of Title 2 (Administration and Personnel) of the Napa County Code is amended to read in full as follows:

2.80.060 - Director and assistant director—Powers and duties.

A. The director is empowered to:

1. Request the board of supervisors to proclaim the existence or threatened existence of a "local emergency" if the board of supervisors is then in session;
2. If the board of supervisors is not then in session, to proclaim that a "local emergency" then exists. Whenever a local emergency is so proclaimed by the director, the board of supervisors shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect;

3. Recommend that the chairman of the board of supervisors request or, when the board and the chairman are unavailable, request that the Governor proclaim a "state of emergency" when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;

4. Control and direct the effort of the emergency organization of the county for the accomplishment of the purposes of this chapter;

5. Direct cooperation between, and coordination of, services and staff of the emergency organization of the county, and resolve questions of authority and responsibility that may arise between them;

6. Represent the county in all dealings with public and private agencies on matters pertaining to emergencies as defined in this chapter;

7. In the event of the proclamation of a "local emergency," as herein provided, or the proclamation of a "state of emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency," the director is empowered to:

a. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors,

b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the county for the fair value thereof, and, if required immediately, to commandeer the same for public use,

c. To require emergency services of any county officer or employee and, in the event of the proclamation of a state of emergency in the county or the existence of a state of war emergency, to command the aid of as many citizens of the county as he deems necessary in the execution of his duties; such persons so commanded shall be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency service workers,

d. To requisition necessary personnel or material of any county department or agency, and

e. To execute all of his ordinary power as county sheriff, all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.

f. The sheriff serves as the director of emergency services and exercises control of county government in extreme emergencies when there is not sufficient opportunity for the board of supervisors to act, hire necessary extra personnel and purchase necessary supplies and equipment to meet such emergencies.

B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.

C. The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency

programs of the county, and shall have such other powers and duties as may be assigned by the director.

SECTION 4. Consideration and adoption of the proposed ordinance is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Additionally, it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

SECTION 5. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 6. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 7. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 2nd day of May, 2023, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of May, 2023, by the following vote:

AYES: SUPERVISORS _____

 NOES: SUPERVISORS _____

 ABSTAIN: SUPERVISORS _____

 ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
 State of California

 BELIA RAMOS, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy</p> <p>By: <u>/s/ Meredith Trueblood</u> Code Services</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE
 OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD
 STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
 NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0637

TO: Board of Supervisors
FROM: Brian Bordona - Interim Director of Planning, Building & Environmental Services
REPORT BY: Trevor Hawkes - Supervising Planner
SUBJECT: Amendment to the Safety Element of the Napa County General Plan

RECOMMENDATION

PUBLIC HEARING 9:00 AM - Proposed General Plan Amendment: Safety Element Update

Interim Director of Planning, Building and Environmental Services requests the Chair hold a public hearing and adopt a resolution replacing the 2009 Safety Element with the 2023 Safety Element Update.

EXECUTIVE SUMMARY

This is a County-initiated general plan amendment to bring the Safety Element into compliance with current State law. State law requires the County to review, and update as needed, its Safety Element every eight years, concurrent with the County's adoption of either the General Plan Housing Element or the Local Hazard Mitigation Plan. The 2023 update to the Napa County General Plan Safety Element (referred herein as "SEU" or "Safety Element Update") replaces the 2009 Safety Element.

The Safety Element Update is required by Government Code Section 65302(g) upon the County's recent update to the Housing Element (2023-2031), which was adopted in January 2023 by the Board of Supervisors, and the Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) Update, which was adopted in 2020.

Proposed Actions:

That the Board of Supervisors:

1. Hold a public hearing; and
2. Adopt the attached resolution (Attachment A) replacing the 2009 Safety Element of the General Plan with the 2023 Safety Element Update.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Planning, Building and Environmental Services Budget Unit
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Any future expenses will be budgeted accordingly.
Consequences if not approved:	County will be out of compliance with State Law if Update is not completed, which may disqualify the County from some categories of State funding and may allow challenge to the General Plan.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
Additional Information	Update addresses multiple Strategic Plan Pillars

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Final Environmental Impact Report (FEIR) prepared, circulated and adopted (State Clearinghouse #2022010309).

Consideration and possible determination that the Amendment to the Safety Element of the Napa County General Plan is within the scope of the program approved earlier and the Final Environmental Impact Report (FEIR) for the Housing Element and Safety Element Updates to the Napa County General Plan prepared, circulated and adopted (State Clearinghouse #2022010309) by the Napa County Board of Supervisors on January 24, 2023 adequately describes the activity for the purposes of CEQA.

BACKGROUND AND DISCUSSION

Every city and county in California must prepare, adopt, and implement a General Plan, which establishes overall goals and policies for future growth of the jurisdiction. As set forth in the California Government Code, a county's General Plan must include a Housing Element and Safety Element among the seven mandatory elements. In accordance with State law, the County adopted its Housing Element (2023-2031) on January 24, 2023. In accordance with State law, the Safety Element of the General Plan must also be updated when the Housing Element is updated. The Final Draft Safety Element Update is included as Attachment B.

The proposed Safety Element Update incorporates new policies based on updated local and regional data, as necessary to address the requirements of the following recently adopted State laws:

- Assembly Bill (AB) 747 (2019) requires each jurisdiction to review and update as necessary the Safety Element to identify evacuation routes and capacity, safety, and viability under a range of emergency

scenarios. The Safety Element Update therefore identifies emergency scenarios and goals, policies, and implementation programs to mitigate potential impacts associated with emergency evacuation. Information about emergency evacuation routes is shown in the maps found in Appendix B, AB 747 Emergency Evacuation Assessment, of the Safety Element Update. These six maps identify areas and communities with only one access route, particularly in residential areas, distances to evacuation gateways, and destinations for three different evacuation scenarios.

- Senate Bill (SB) 99 (2018) requires jurisdictions, upon the next revision of the Housing Element on or after January 1, 2020, to review and update the safety element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes. As previously mentioned above, information about emergency evacuation routes is shown on the six maps found in Appendix B, AB 747 Emergency Evacuation Assessment, of the Safety Element, which identify residential areas and communities with only one access route. The Safety Element Update therefore includes information about residential developments in hazard areas that do not have at least two emergency evacuation routes, as well as an assessment of residential emergency evacuation routes.
- SB 379 (2015) requires Safety Elements to include a climate change vulnerability assessment, measures to address vulnerabilities, and a comprehensive hazard mitigation and emergency response strategy. Similarly, SB 1035 (2018) requires cities and counties to update their safety element during a housing element or local hazard mitigation plan update cycle, but not less than once every eight years, if new information on flood hazards, fire hazards, or climate adaptation or resilience is available that was not available during the previous revision of the safety element. As previously mentioned, the Safety Element Update incorporated the Napa County MJHMP 2020 Update. The MJHMP includes a detailed assessment of prevalent hazards within the County, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents mitigation strategies and actions that work to achieve the greatest risk reduction based upon available resources. Many of these mitigation measures have been incorporated into the goals and policies of the SEU.. The vulnerability assessments for each hazard have also been summarized and incorporated into the Safety Element Update.
- SB 1241 (2012) requires review and update of the Safety Element, upon the next revision of the housing element on or after January 1, 2014, as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones. Accordingly, the Safety Element Update includes new goals, policies and programs related to fire hazard planning and preparedness consistent with CAL FIRE requirements.

ENVIRONMENTAL IMPACT REPORT

The Safety Element Update was analyzed as part of the Environmental Impact Report (EIR) prepared for the Housing Element Update (SCH# 2022010309). The amendment to the Safety Element of the Napa County General Plan is within the scope of the program approved earlier and the Final Environmental Impact Report (FEIR) for the Housing Element and Safety Element Updates to the Napa County General Plan prepared,

circulated and adopted by the Napa County Board of Supervisors on January 24, 2023, adequately describes the activity for the purposes of CEQA.

As discussed in the EIR, the Safety Element Update would involve updates to safety goals, policies, and programs to ensure consistency of the Safety Element with the 2020 Napa County Multi-Jurisdictional Hazard Mitigation Plan and to comply with recent changes in State law. These updates would affect goals, policies, and programs of the current Safety Element, and incorporate results of an analysis of emergency evacuation routes consistent with requirements of Assembly Bill 747 and Senate Bill 99. The Safety Element and associated policy updates would not result in development that would result in any significant environmental impacts.

Rather, the SEU is intended to improve policies associated with geologic and seismic risks (e.g., slope stability and earthquake preparedness for new and existing structures); reducing hazards caused by climate change, with climate change adaptation; policies associated with hazardous materials or other risks (e.g., emergency response or evacuation plans, and wildland fires); policies associated with flood risks; policies associated with emergency response; and policies associated with wildfire risks (e.g., emergency response and evacuation plans).

OVERVIEW OF THE SAFETY ELEMENT UPDATE

The 2009 Safety Element addressed the following hazards: seismic hazards, fire, flooding, landslides, manmade hazards, terrorism and other threats. The Safety Element Update includes revisions to categories from the 2009 Safety Element and provides new information to address potential and existing hazards in the County, as outlined in the following categories: Agricultural Disaster, Dam Failure, Drought, Flooding, Geologic and Seismic Hazards, Hazardous Materials, Pandemic Disease, Severe Weather, Slope Failure, and Wildfire Hazards.

Senate Bill 379 (approved in 2015) also requires that the risks of climate change are identified in the Safety Element Update. To comply with this requirement, the additional category of “Climate Change” has been added to the Safety Element, and the MJHMP climate risk assessments for each hazard have been summarized and incorporated into the Safety Element Update to serve as important background and context for the preparation of goals, policies, and actions.

As previously mentioned, AB 747 (approved in 2019) requires the Safety Element identify evacuation routes and assess the capacity, safety, and viability of those routes under a range of emergency scenarios and SB 99 similarly requires the County identify residential developments in hazard areas that do not have at least two emergency evacuation routes. To comply with this requirement, the additional category of “Emergency Preparedness and Evacuation Planning” has been added.

The Safety Element Update is organized as follows:

- Introduction
- Statutory Requirements
- Existing Conditions
- Relationship to Other General Plan Elements

- Napa County Multi-Jurisdictional Hazard Mitigation Plan
- Safety Hazards in Napa County
 - Climate Change, Agricultural Disaster, Dam Failure, Drought, Flooding, Geologic and Seismic Hazards, Hazardous Materials, Pandemic Disease, Severe Weather, Slope Failure, Wildfire Hazards, and Emergency Preparedness and Evacuation Planning
- Safety Element Goals and Policies
 - Emergency Preparedness, Drought, Geologic and Seismic, Disease and Pandemic, Wildfire, Flooding, Severe Weather, Hazards from Human Activities, and Climate Change Adaptation
- Appendices
 - Appendix A: Napa County Safety Element Existing Conditions Report
 - Appendix B: AB 747 Emergency Evacuation Assessment

EXISTING CONDITIONS KEY FINDINGS

The following provides a brief description of each hazard and key findings addressed in the Safety Element Update:

1. Climate Change and Adaptation: Key findings of this section include types of climate change impacts that may affect the County and the populations that are at risk as a result of climate change. The section identifies impacts from extreme weather, flooding, sea level rise, wildfires, and air pollution of which agricultural activity, industrial operations, and truck traffic are the largest contributors.
2. Agricultural Disaster: This section identifies agricultural land in the County and climate change impacts that may exacerbate the threat of an “agricultural disaster”, which is defined as an impact from a natural disaster or human-induced event on agricultural lands. Key findings from the analysis concluded that agricultural pests, changing climate conditions, and wildfires as the most prevalent threats to agriculture in the County.
3. Dam Failure: This hazard was in the “Flooding” section of the 2009 Safety Element and has been updated to include mapping of dam inundation zones and identification of vulnerable populations and critical facilities that would be at risk from dam failure. Key findings from the analysis identified 12 percent of the population as living within dam inundation zones; however, as of 2022, no dams have failed in the County and chances of dam failure are low.
4. Drought: This section includes key findings about drought conditions in the County and the potential impact to the water supply, water quality, access to recreational opportunities, air quality, health, and the economy. Key findings from the analysis concluded that drought could have a devastating and cascading impact on the wine industry and local economy, specifically by reducing agricultural

productivity. The section identifies water users in unincorporated Napa County areas as being in greatest risk of water shortage due to reliance on wells and groundwater.

5. **Flooding:** This hazard was included in the 2009 Safety Element. The section has been updated with current data from the Federal Emergency Management Agency (FEMA), which identifies all lands near the Napa River as being subject to flooding. Key findings from this analysis concluded that a total of 12 percent of the population is living within a flood risk area, critical infrastructure and facilities such as major roads, bridges, levees, water and sewer infrastructure are also exposed to flooding.
6. **Geological and Seismic Hazards:** This hazard was addressed in the “Seismic Hazards” section of the 2009 Safety Element. The section has been updated with current data, updated maps on earthquakes and earthquake exposure, and information from the MJHMP. Key findings for this hazard include a determination that all people, property, and environments in the County would be exposed to direct and indirect impacts from earthquakes. Additionally, seismic risks, or losses, that are likely to result from exposure to seismic hazards, which include: utility outages; economic losses; effects of roads or railroads that may become blocked or damaged; and isolation of residents and emergency service providers have been identified.
7. **Hazardous Materials:** This hazard was addressed in the “Manmade Hazards” section of the 2009 Safety Element. The section has been updated with current data, updated map, and information on how the County responds to hazards. Key findings include the amount of facilities and types of hazardous materials in the County, which are more often associated with select commercial, industrial, and agricultural operations. These types of hazardous materials have potential to present harm to the health of humans and the environment through groundwater and/or soil contamination. Key threats include household hazardous waste; byproducts of industrial manufacturing and providers of diesel, gasoline, propane, lubricants, and compressed natural gas; agricultural contaminants, such as pesticides commonly used on vineyards; and lack of education about chemical exposure risks.
8. **Pandemic Disease:** This section includes information on major diseases and how the County responds to the threat of disease. Major diseases that have been found to be present in Napa County include Lyme Disease, Rocky Mountain Spotted Fever, Influenza, H1N1 flu, and COVID-19.
9. **Severe Weather:** This section identifies severe-weather conditions in the County. The types of severe weather conditions in the County include thunderstorms, powerful winds, heavy rains, hail, and heat waves, which can affect all people, property, and environments in Napa County. Key findings concluded that vulnerable populations such as the elderly, low-income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents of areas isolated from major roads have the potential to suffer to a greater extent during severe-weather events. Populations living in higher elevations with large trees and surrounding power lines are also vulnerable as they may be more

susceptible to wind damage and blackouts.

10. Slope Failure: This hazard was in the “Landslides” section of the 2009 Safety Element. The section has been updated with current data, updated maps on landslide susceptibility areas, and information from the MJHMP. Key findings concluded that landslides, debris flow, and rockfall are hazardous concerns to the County and high-susceptibility areas include the hilly regions bordering the Napa Valley. Landslides in the County are most frequently triggered in November and April during periods of high rainfall; and the amount of people exposed to slope failure is approximately 19,942 persons, or 58 percent of the County population (34,147).
11. Wildfire Hazard: This hazard was in the “Fire” section of the 2009 Safety Element. The section has been updated with current data as well as updated maps showing State Responsibility Areas (SRAs) and Local Responsibility Areas that are within moderate, high, and very high Fire Hazard Severity Zones. Key findings for this hazard identified major factors that contribute to wildfire events such as: vegetation diversity and density, weather and fire behavior, fire history, and development in Wildland Urban Interface (WUI) areas. The history of wildfires in Napa County from 2000-2019 burned over 1,000 acres in Napa County; and approximately 20,859, or 36 percent of the Napa County population live within wildfire hazard severity zones.
12. Emergency Preparedness and Evacuation Planning: Pursuant to SB 99 and AB 747, the County is required to identify and evaluate evacuation routes. An evacuation route analysis (Appendix B of The Safety Element Update) identified residential communities with only one access route, distances to evacuation gateways, and destinations for three different evacuation scenarios. The evacuation route analysis for the Safety Element Update is primarily concerned with (and planning for) wildfires as the cause of emergency evacuations.

Key Revisions and Amendments

Key revisions that were made to the 2009 Safety Element include: 1) updating the data, information, figures, and references with more current sources; 2) incorporating additional language to comply with new and/or amended state laws; 3) revising goals and policies where progress has been made or where changes in situations have occurred; and 4) incorporating the MJHMP by reference. With these updates, information on the following topics has been included that was not previously provided in the 2009 Safety Element: statutory requirements, existing conditions, relationship to other General Plan elements, the County MJHMP, and the inclusion of new analysis for: agricultural disaster, climate change adaptation, drought, pandemic disease, severe weather, and emergency preparedness and evacuation planning. The goals, policies and actions from the 2009 Safety Element have been updated to reflect the current discussion and hazards in the Safety Element Update revisions.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The community outreach and engagement undertaken for the Safety Element update informed the development

of the Safety Element update. Outreach activities included gathering information and feedback from stakeholders in frontline communities (communities that are the most vulnerable and have experienced the greatest impacts from hazards), and receiving comments from the community during release of the Safety The community outreach and engagement undertaken for the Safety Element Update informed its development. Outreach activities included gathering information and feedback from stakeholders in frontline communities (communities that are the most vulnerable and have experienced the greatest impacts from hazards) and receiving comments from the community during release of the Safety Element Public Review Draft. These activities and responses are summarized below.

Stakeholder Interviews

The Safety Element Stakeholder Interviews occurred virtually in February 2022 to inform the Safety Element Update. The stakeholders listed below were invited to participate in a virtual meeting to facilitate dialogue and gather their feedback via focused interviews with Napa County emergency management staff and professionals involved in disaster response and recovery. Input was requested on current hazard, resilience, and emergency management services within Napa County; current capacity needs or issues to effectively respond to hazardous events and emergencies; and opportunities to improve current emergency hazard, resilience, and emergency management services within Napa County. In addition, stakeholders were asked questions particular to the categories of the Safety Element Update including agricultural disaster, climate change and adaptation (air quality and sea level rise), dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire. The following stakeholders were invited to participate in interviews:

- American Canyon Plant
- California Department of Toxic Substances Control (DTSC)
- California Department of Water Resources Division of Dam Safety
- CAL FIRE - Napa County Fire, LNU Deputy Chief
- Napa County DEH (CUPA)
- Napa County Flood Control and Water Conservation District
- Napa County Office of Emergency Management
- Napa County Office of Emergency Services
- Napa County Farm Bureau
- Napa Sanitation District Water Treatment Plant
- Napa Valley Vintners
- U.S. Federal Emergency Management Agency (FEMA)

Out of the above list of stakeholders, the Napa County Farm Bureau, Napa County Fire, and County DEH participated in the virtual interviews held in February 2022.

The public review draft of the Safety Element Update was released on September 21, 2022, with the public review period ending on November 13, 2022. On November 16, 2022, staff held a Study Session on the Draft SEU with the Napa County Planning Commission

Responses to Comments

Following the Planning Commission Safety Element Update study session on November 16, 2022, the SEU was edited in response to comments received (below) from Commissioners, one public agency (the California Geological Survey (CGS) of the California Department of Conservation) and one resident. A summary of these comments together with responses are summarized below:

1. Planning Commission - The Planning Commission comments included:

- Concerns with permitting applications for ingress/egress in new developments.
 - Policy SAF 6.8 *New development compliance with fire safety standards* addresses these concerns stating, “Fire protection plans shall be referred to the appropriate fire agency and other public agencies for comment as to...traffic flow and ingress/egress for residents and emergency vehicles.”
- Agriculture threats such as invasive species.
 - In response the Safety Element Update was reviewed by the County Agricultural Commissioner/Sealer and no additional edits were recommended.
 - Policy SAF 5.2 *Disseminate outbreak and disease information to agriculture sector* addresses this stating, “...Enlist the assistance of the Napa County Farm Bureau and other agricultural organizations to disseminate information and guidance to the agricultural sector regarding outbreaks and disease.”
- Threats to drinking water if contamination occurred along a state highway.
 - Policy SAF 9.5 *Ensure safety of all people in maintenance and construction of roadways* addresses this stating, “...Safety measures should factor in protection from potential hazardous material spills, where spills could contaminate adjacent property and water bodies...”
- Aircraft Hazards including disaster mitigation for military aircraft practices from nearby base.
 - Policy SAF 9.6 *Review plan compatibility of zoning and land uses within airport areas and facilities* addresses this stating, “...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 County.”

2. California Geological Survey (CGS) of the Department of Conservation - The County received a letter from CGS on October 13, 2021. CGS commented that CGS has not yet mapped earthquake zones of required investigation for liquefaction or landslide risk in the County; however, CGS noted that the

Safety Element Update should still include a general discussion of liquefaction and tsunami as a secondary hazard that could be triggered by an earthquake. In response to these comments, the Safety Element Update now includes a discussion of these hazards including maps illustrating areas of liquefaction susceptibility and Tsunami Hazard Areas. The tsunami hazard zones in Napa County lie adjacent to the San Pablo Bay in the southern part of the County surrounding the Napa-Sonoma Marshes Wildlife Area. Liquefaction susceptibility zones are primarily high or moderate in the County and are most concentrated in the center of the County near State Route 29.

3. Resident - A resident commented on September 29, 2022 on the following topics: the definition of “Agriculture”; references to the Multi-Jurisdictional Hazard Mitigation Plan; what is permitted in the wildland urban interface areas; evacuations in fire hazard severity zones and WUI areas; fuel reduction programs; fire prevention policies; additional survey of local road conditions for evacuation routes; updating the County’s road maintenance program; revising the road standards where in conflict with state responsibility areas; upgrading road infrastructure; hiring a geologist to identify areas of potential slope failures; and updating the Napa County General Plan to include policies, actions, and funding for road infrastructure improvements in compliance with state regulations. The Final Draft Safety Element Update responded to many of these resident concerns as feasible with the following:

- Updating the definition of Agriculture in the existing conditions report
- Added requirements for specific language to differentiate standards according to location, especially in the Fire Hazard Severity Zones and WUI areas.
- Added policies related to minimum standards for ingress and egress for hazard evacuation.
- Added a policy and action to prioritize capital improvements on evacuation or emergency access routes needing repair, maintenance, or replacement, especially in wildland urban interface areas.

CAL FIRE & BOARD OF FORESTRY REVIEW

County staff and the consultant team met several times with the CAL FIRE Land Use Planning Program staff to review the Safety Element Update for compliance with Government Code Section 65302(g), which requires mapping of wildfire hazard zones; goals, policies and actions to avoid, minimize and mitigate fire risks for new development; and maintenance of public facilities. CAL FIRE provided a General Plan Safety Element Assessment checklist (refer to Attachment E) to County staff and the consultant team to review for compliance with State requirements. Edits to the Safety Element Update in accordance with this checklist included:

- Updated fire hazard severity maps indicating the locations of essential public facilities.
- Added policies to avoid or minimize the wildfire hazards associated with new uses of land.
- Added policies to address the risk of fire for land classified as state responsibility areas and land classified as very high fire hazard severity zones.
- Edited policies to conform with specific statewide standards and regulations for fire and public safety.

On January 7, 2023, CAL FIRE personnel performed a formal review of the Safety Element Update by evaluating its adherence to requirements outlined in the CAL FIRE General Plan Safety Element Assessment. The SEU was then cleared for hearing by the Board of Forestry (BOF) Resource Protection Committee. At the

BOF hearing on January 17, 2023, the Resource Protection Committee provided no additional recommendations for the Safety Element Update.

PLANNING COMMISSION PUBLIC HEARING ON THE FINAL DRAFT SAFETY ELEMENT

On April 19, 2023, the Napa County Planning Commission held a public hearing on the Final Draft Safety Element Update. The Planning Commission recommended a few non-substantive clerical edits and inquired about how dam inspection information is collected but did not recommend any substantive changes to the goals, policies or programs in the Final Draft SEU. At the conclusion of the meeting the Planning Commission adopted a resolution recommending that the Board of Supervisors adopt the Final Draft of the Safety Element Update.

SUPPORTING DOCUMENTS

- A. Draft Resolution regarding Safety Element Adoption
- B. Final Draft Safety Element Update (Clean Version)
- C. Final Draft Safety Element Update (Redline Version)
- D. Final Draft Safety Element Update (Planning Commission Redline Version)
- E. CAL FIRE Checklist

RESOLUTION NO. 2023- ____

A RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING A GENERAL PLAN AMENDMENT REPLACING THE 2009 SAFETY ELEMENT WITH THE 2023 SAFETY ELEMENT UPDATE

WHEREAS, the Napa County Board of Supervisors adopted the Updated Napa County General Plan on June 3, 2008 (the “General Plan”); and

WHEREAS, the Safety Element is a required element of the General Plan per Government Code § 65302(g); and

WHEREAS, the 2009 Safety Element was adopted by the Board of Supervisors; and

WHEREAS, amendments to Government Code § 65302(g) made after the 2009 Safety Element was adopted require that the Safety Element be updated to address climate change resilience, evacuation planning, and increased risks of wildfire and flooding; and

WHEREAS, the 2020 Napa County Multi-Jurisdictional Hazard Mitigation Plan (“MJHMP”) complies with all requirements set forth under the Disaster Mitigation Act of 2020 and follows FEMA’s Local Hazard Mitigation Plan guidance; and

WHEREAS, several mitigation measures identified in the MJHMP are incorporated into goals and policies in the 2023 Safety Element; and

WHEREAS, on December 30, 2022 the County submitted the Draft 2023 Safety Element to the Board of Forestry and Fire Protection for review pursuant to Government Code § 65302.5(b); and

WHEREAS, the Board of Forestry and Fire Protection held a duly noticed public meeting on January 17, 2023 where it approved the Napa County Draft 2023 Safety Element; and

WHEREAS, on April 19, 2023 the Planning Commission conducted a duly and properly noticed public hearing and considered a resolution regarding the proposed 2023 Safety Element Update, the Safety Element and all pertinent maps, documents and exhibits, the staff report and all attachments, and oral and written public comments; and

WHEREAS, the Safety Element Update to the Napa County General Plan is within the scope of the program approved earlier and the Final Environmental Impact Report (FEIR) for the Housing Element and Safety Element Updates to the Napa County General Plan prepared,

circulated and adopted (State Clearinghouse #2022010309) by the Napa County Board of Supervisors on January 24, 2023 adequately describes the activity for the purposes of CEQA.

NOW, THEREFORE, BE IT RESOLVED, based on substantial evidence in the record:

1. The foregoing recitals are true and correct and are incorporated by reference into this action.
2. The Board finds that to the Safety Element Update to the Napa County General Plan is within the scope of the program approved earlier and the Final Environmental Impact Report (FEIR) for the Housing Element and Safety Element Updates to the Napa County General Plan prepared, circulated and adopted (State Clearinghouse #2022010309) by the Napa County Board of Supervisors on January 24, 2023 adequately describes the activity for the purposes of CEQA.
3. The Napa County Board of Supervisors hereby replaces the 2009 Safety Element with the 2023 Safety Element attached hereto as Exhibit A, incorporated herein by reference.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by

[THIS SPACE LEFT INTENTIONALLY BLANK]

the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2023, by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> Deputy County Counsel</p> <p>Date: April 24, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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INTRODUCTION

The purpose of the Safety Element is to reduce the risk of death, injury, property damage, environmental damage, and economic and social dislocation associated with natural and human-caused hazards. Napa County faces the potential for natural and human-induced emergencies and disasters. Hazards to the county that are addressed in this Element include agricultural disaster, dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire hazards. Many of these hazards are made worse by climate change, a topic also addressed in this Element.

This Safety Element identifies and describes each hazard and lists goals and policies to guide the planning and decision-making processes. At the same time, it implements these policies and actions, the County recognizes that the features that contribute to Napa County's beauty and wine industry—steep mountains, volcanic soils, numerous rivers and streams, forest-covered slopes—are themselves reminders of the ongoing potential for seismic activity, flooding, and fire. This Element therefore seeks to take a reasonable approach, making those improvements necessary to reduce hazards while recognizing that some hazards will remain despite the best efforts of the County and other agencies.



STATUTORY REQUIREMENTS

California Government Code Section 65302(g) identifies the requirements that should be addressed in a community's general plan safety element. These requirements are organized into nine subsections—65302(g)(1) through 65302(g)(9)—as summarized below.

- Section 65302(g)(1) identifies the primary hazards and issues that should be addressed in the safety element: seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mudslides and landslides, tsunamis, seiche, dam failure, flooding, subsidence, liquefaction, other geologic hazards, wildland and urban fires, evacuation routes, military installations, peak-load water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
- Section 65302(g)(2), adopted through Assembly Bill (AB) 162 (2007), identifies the requirement to identify information regarding flood hazards, update floodplain mapping as needed based on specified information for the community and to establish a set of comprehensive goals, policies, and objectives.
- Section 65302(g)(3), adopted through Senate Bill (SB) 1241 (2012), identifies the requirement to update wildfire mapping, information, and goals and policies to address wildfire hazards.
- Section 65302(g)(4), adopted through SB 379 (2015), identifies the requirement to update the safety element to address potential impacts of climate change and potential strategies for adapting to and mitigating these hazards.
- Section 65302(g)(5), adopted through SB 99 (2019), requires the identification of specified evacuation constraints associated with residential developments.
- Section 65302(g)(6), adopted through SB 1035 (2018), requires the update of the safety element every time the housing element or local hazard mitigation plan is updated.
- Section 65302(g)(7) allows for the incorporation of a floodplain management ordinance into the safety element.
- Section 65302(g)(8) requires consultation with the California Geological Survey and California Office of Emergency Services.
- Section 65302(g)(9) allows cities to adopt a county's safety element if adequate detail is provided to address city-level concerns.

Additionally, California Government Code Section 65302.15, adopted through AB 747 (2019), includes the requirement to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

SAFETY ELEMENT EXISTING CONDITIONS REPORT

The Safety Element Existing Conditions Report (**Appendix A**) provides detailed information on existing hazards, community vulnerabilities, and County capacity to respond to hazards. The information in the report provides the foundation for the update of the Safety Element, including the formulation of goals and policies. Refer to the Existing Conditions Report in Appendix A, as well as the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) described below, for the most up-to-date and comprehensive information on the hazards affecting Napa County.



RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

The hazards discussed in the Safety Element are related to other elements of the General Plan, including Land Use, Circulation, Housing, Community Infrastructure and Services, and Conservation and Open Space and Water Resources. For instance, policies related to areas at risk of recurring flooding, dam failure, slope failure, and wildfire are found in the Land Use and Conservation and Open Space Elements; policies associated with secondary access during an emergency are found in the Circulation Element; policies important to water resources are found in the Water Resources Element; and policies related to protecting critical facilities from hazardous threats are also found in the Community Infrastructure and Services Element. References to related policies are provided where appropriate within the Safety Element.

NAPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

In 2020, the County adopted the Napa County MJHMP 2020 Update, prepared in cooperation with the Cities of American Canyon, Calistoga, and St. Helena and the Town of Yountville. Because the MJHMP was a recent and comprehensive effort by multiple jurisdictions with a stake in overall public safety, this Safety Element draws broadly from this recently adopted plan. The Multi-Jurisdictional Local Hazard Mitigation Plan (MJHMP) for the Napa County planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involves planning, policy changes, programs, projects, and other activities. The MJHMP includes a detailed assessment of prevalent hazards within the county, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents a mitigation strategy and actions that work to achieve the greatest risk reduction based upon available resources. Many of these mitigation measures have been incorporated into the goals and policies of this Safety Element. The risk assessments for each hazard have been summarized and incorporated into this Element to serve as important background and context for the preparation of goals, policies, and actions.



IN THIS ELEMENT

- Introduction (Page SAF-1)
- Statutory Requirements (Page SAF-2)
- Safety Element Existing Conditions Report (Page SAF-2)
- Relationship to Other General Plan Elements (Page SAF-3)
- Napa County Multi-Jurisdictional Hazard Mitigation Plan (Page SAF-3)
- Safety Hazards in Napa County (Page SAF-4)
- Safety Element Goals and Policies (Page SAF-22)
 - Emergency Preparedness (Page SAF-22)
 - Drought (Page SAF-27)
 - Geologic and Seismic (Page SAF-28)
 - Disease and Pandemic (Page SAF-29)
 - Wildfire (Page SAF-29)
 - Flooding (Page SAF-33)
 - Severe Weather (Page SAF-34)
 - Hazards from Human Activities (Page SAF-35)
 - Climate Change Adaptation (Page SAF-36)
- Appendices
 - Appendix A: Napa County Safety Element Existing Conditions Report
 - Appendix B: AB 747 Emergency Evacuation Assessment

SAFETY HAZARDS IN NAPA COUNTY

Like many places in California, unincorporated Napa County is subject to a variety of potential safety hazards. Some derive from the natural environment; others result from human activities. The following discussion summarizes the safety and hazard topics relevant to Napa County.

- **Climate Change.** “Climate change” is defined as the significant and lasting alteration of global temperatures and weather patterns over a long period of time, caused by natural and human activity. Climate change has the potential to affect natural and human systems such as food production, water availability, public health, economic prosperity, and ecosystem biodiversity, sometimes creating or exacerbating hazards. Climate hazards include flooding, heat events, worsening air quality, wildfires, sea level rise, intensified droughts, and more. Because of its geographic location and environmental conditions, Napa County is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires. More specifically, regional air pollutants of ozone and fine particulate matter (PM_{2.5}) are of greatest concern to the County. Napa County’s valley environment makes the area particularly susceptible to the retention of pollution. Generally, agricultural activity, industrial operations, and truck traffic are the largest contributors to pollution.

In general, populations in unincorporated Napa County experiencing vulnerable conditions are the most at risk from climate change. Among the factors that influence a population’s vulnerability to climate change are income, race, linguistic isolation, access to health care, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, much of which



consists of low-income agricultural workers and non-English speakers. These workers' low incomes and linguistic isolation place them at higher risk of experiencing climate change impacts and experiencing long-term effects of hazards. SB 379 (2015) identifies the requirement to update the safety element to address potential impacts of climate change and potential strategies for adapting to and mitigating these hazards. The goal of climate adaptation is to reduce impacts from current and future conditions, reduce system vulnerabilities, and increase long-term resilience. This means adjusting human behavior and systems.

- **Agricultural Disaster.** Napa County land is predominantly agricultural, famous for its grape vineyards and wine production. **Figure SAF-1** shows agricultural land uses in Napa County. Farmlands across Napa County are sensitive to natural and human-induced events, including climate change, which pose threats to the quantity, quality, and production timing of agricultural goods. "Agricultural disaster" specifically refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts on agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated water bodies, land use changes, flooding, pandemic, pests, and wildfires. As climate change exacerbates environmental conditions, the severity and frequency of these threats will increase both on agricultural lands and in human populations.

Note to the Reader: For a discussion of the preservation of agricultural land and recovery from natural hazards, please refer to the County's Agricultural Preservation and Land Use Element.

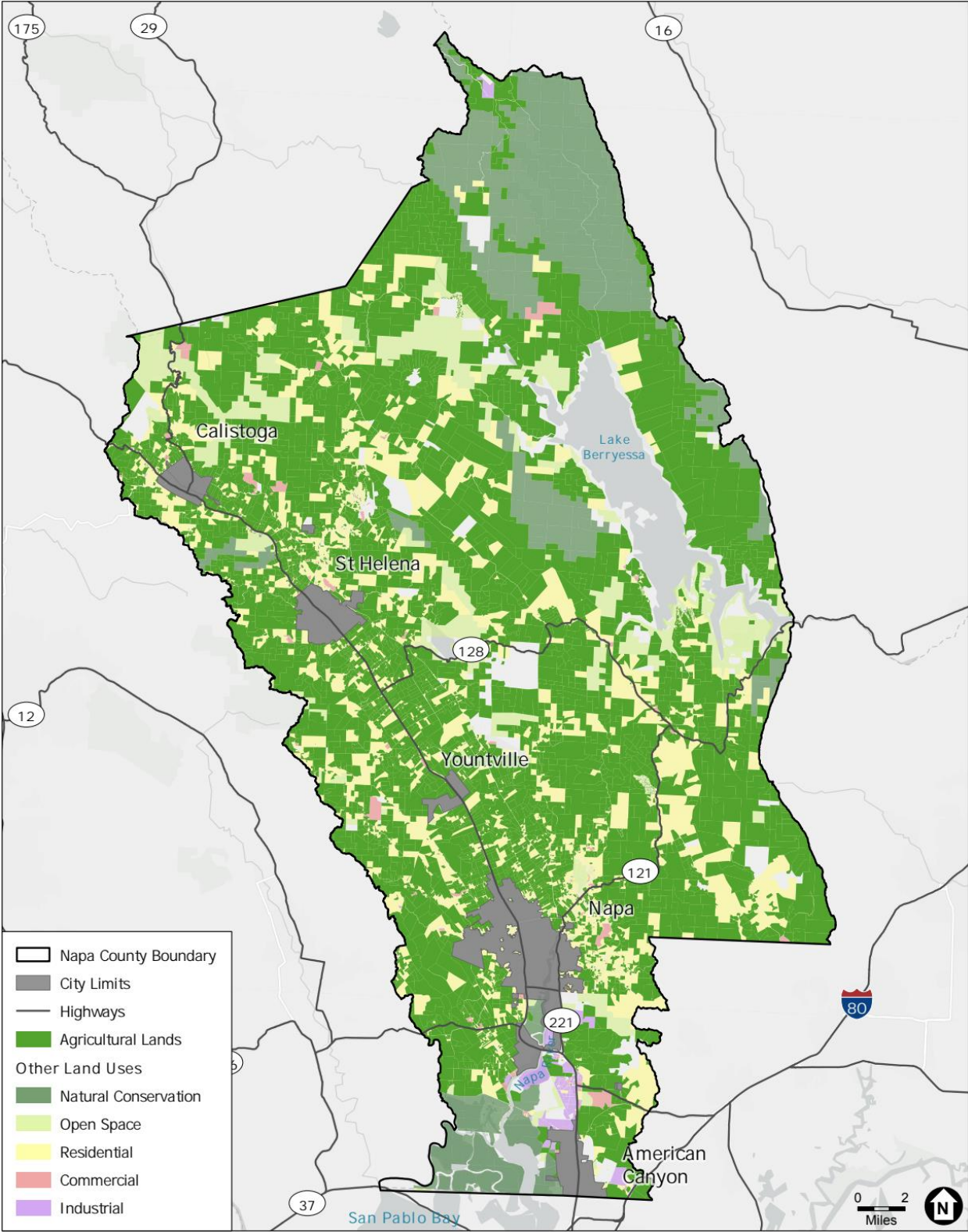


Figure SAF-1
Napa County Agricultural Lands



- **Dam Failure.** According to the California Department of Water Resources, Division of Dam Safety, there are 57 dams across Napa County. The United States Society on Dams identifies 12 different types of dams that are commonly found in the built environment. The MJHMP identifies two major types of dams that can be found in Napa County:

Earthen Dam—A dam made up mostly of compacted earth material generally smaller than 3 inches in size; also known as an “earthfill dam.” Oroville Dam, pictured at right, is one example of an earthen dam.



Concrete Gravity Dam—A dam constructed of concrete and/or masonry that relies on its weight and internal strength for stability. Shasta Dam is one example of a large concrete gravity dam.



The primary danger associated with dam failure is high-velocity flooding downstream of the dam and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir’s perimeter, bank erosion on the rivers, and destruction of downstream habitat. **Figure SAF-2** shows inundation zones for Napa County’s dams. The areas of the county most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure.

- **Drought.** Droughts affect almost every county in California and have caused millions of dollars in collective damages. In Napa County, drought conditions have the potential to require water restrictions, reduce water quality, restrict recreational opportunities, worsen air quality, and create health and economic impacts. Napa County’s economy depends on a strong agricultural industry, which in turn provides the foundation for the county’s second largest industry, tourism. Drought could have a devastating and cascading impact on the wine industry and local economy, specifically by reducing agricultural productivity. A drought can cause farmers to be unable to plant crops or can lead to the failure of planted crops. These conditions result in a loss of work for farmworkers and those in food processing and winemaking jobs. In the event of long-term droughts, other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further layoffs. A drought can harm water-based recreation providers (e.g., swimming pool companies, water parks, and river rafting operators), as well as landscaping businesses and nurseries because people will not invest in new plants if water is not available to sustain them.

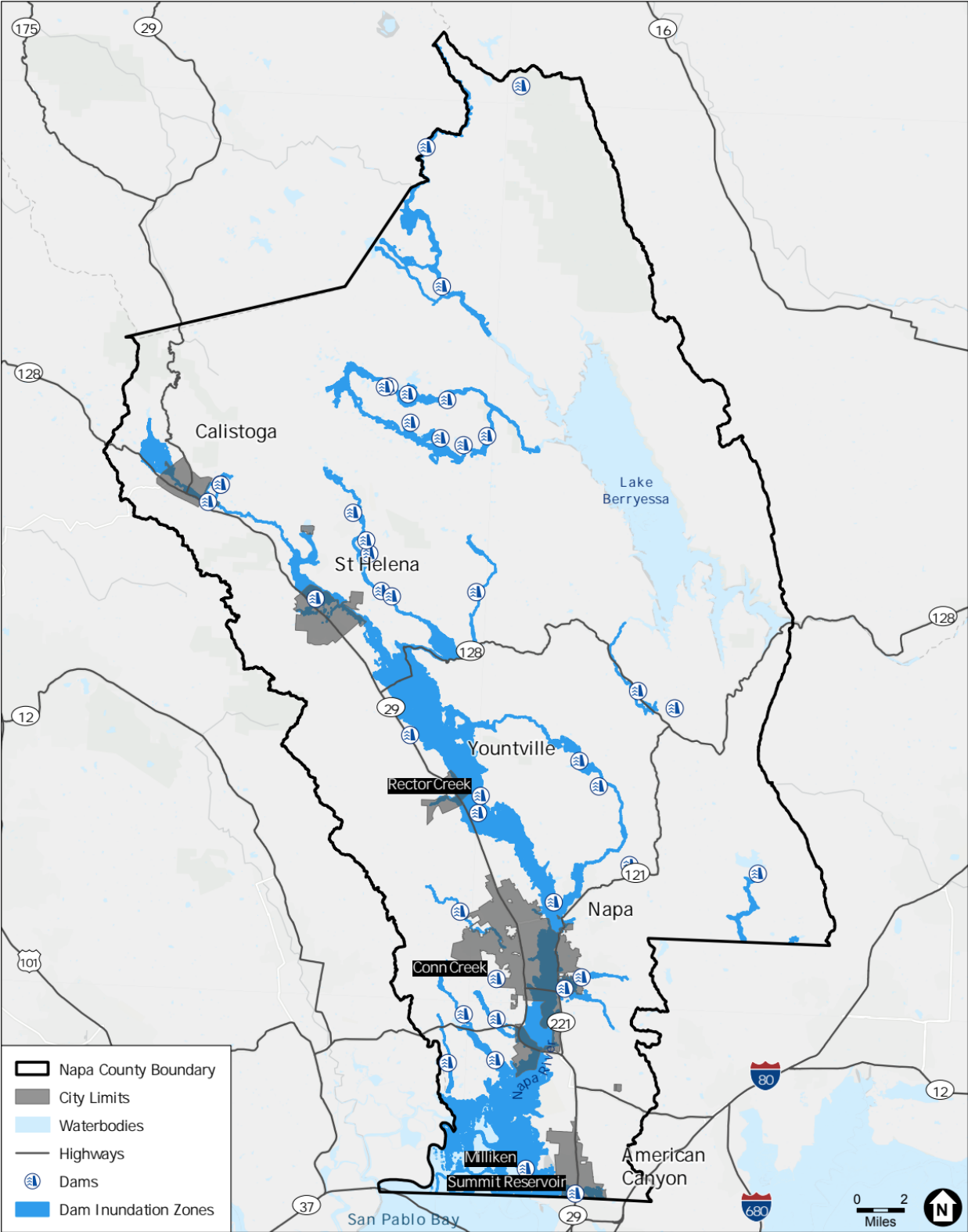


Figure SAF-2
Napa County Dam Inundation Zones



According to the National Drought Monitor, Napa County is currently experiencing Exceptional Drought conditions. Unlike hazards like wildfire and flooding, which provide direct impacts, drought produces a web of impacts extending beyond the areas experiencing physical drought. Drought vulnerability usually depends on water demand, the ways in which the demand is met, and the availability of water supplies to meet the demand. As a result of drought conditions and expected drought conditions moving forward, water demand in California is expected to increase. Climate change is expected to increase drought and extreme weather conditions. Although the duration of drought is always in question, it is certain that California and Napa County will continue to be affected by drought moving forward (California Drought Contingency Plan, 2013). As of 2021, the State of California has implemented statewide regulations and special projects in response to drought conditions. These types of regulations work to effectively manage water resources under drought conditions, thus ensuring community health and safety. Similar regulations have been enacted at the local level. The County has implemented several water conservation programs, including rebates for water-conserving appliances and free water-saving devices for residents; however, Napa County is still currently vulnerable to water supply issues because of drought and other factors.

- **Flooding.** To understand flood hazards, it is important to note that connections between a river and its floodplain are most apparent during and after major flood events. A “floodplain” is any land area susceptible to being inundated by floodwaters from any source. **Figure SAF-3** shows floodplains in Napa County, as mapped by the Federal Emergency Management Agency (FEMA). Flooding in Napa County most commonly occurs when existing stream channels, rivers, or other watercourses convey excess runoff from rainfall or snowmelt, resulting in overflow onto adjacent lands. Flooding may also be caused by high tides, extreme rain, and wind. All lands adjacent to the Napa River are subject to flooding. The Napa Valley floor has been subject to frequent flooding, resulting in severe damage to agriculture and urban development.

The Napa River/Napa Creek Flood Protection District is responsible for the effective management of and planning for resilience to catastrophic flooding along the river’s banks. Developed in collaboration between the district and the Napa County Department of Public Works and Napa County Community Coalition, the Napa River Flood Management Plan is a multi-objective and restorative approach to flood protection. Elements of the Napa River Flood Management Plan include bank terracing, bridge replacements, bypass channels, culverts, floodwalls, and levees. Once complete, the project will restore more than 650 acres of high-value tidal wetlands of the San Francisco Bay estuary while protecting 2,700 homes, 350 businesses, and more than 50 public properties from 100-year flood levels, a savings of \$26 million annually in flood damage costs. As of 2021, a number of project components have been completed. However, several components are still under construction, including the floodwalls/levees north of the Oxbow and bypass pump station, floodwalls and trail on the west side of the Napa River (Imola to Hatt), and floodwalls and trail on the east side of the Napa River.

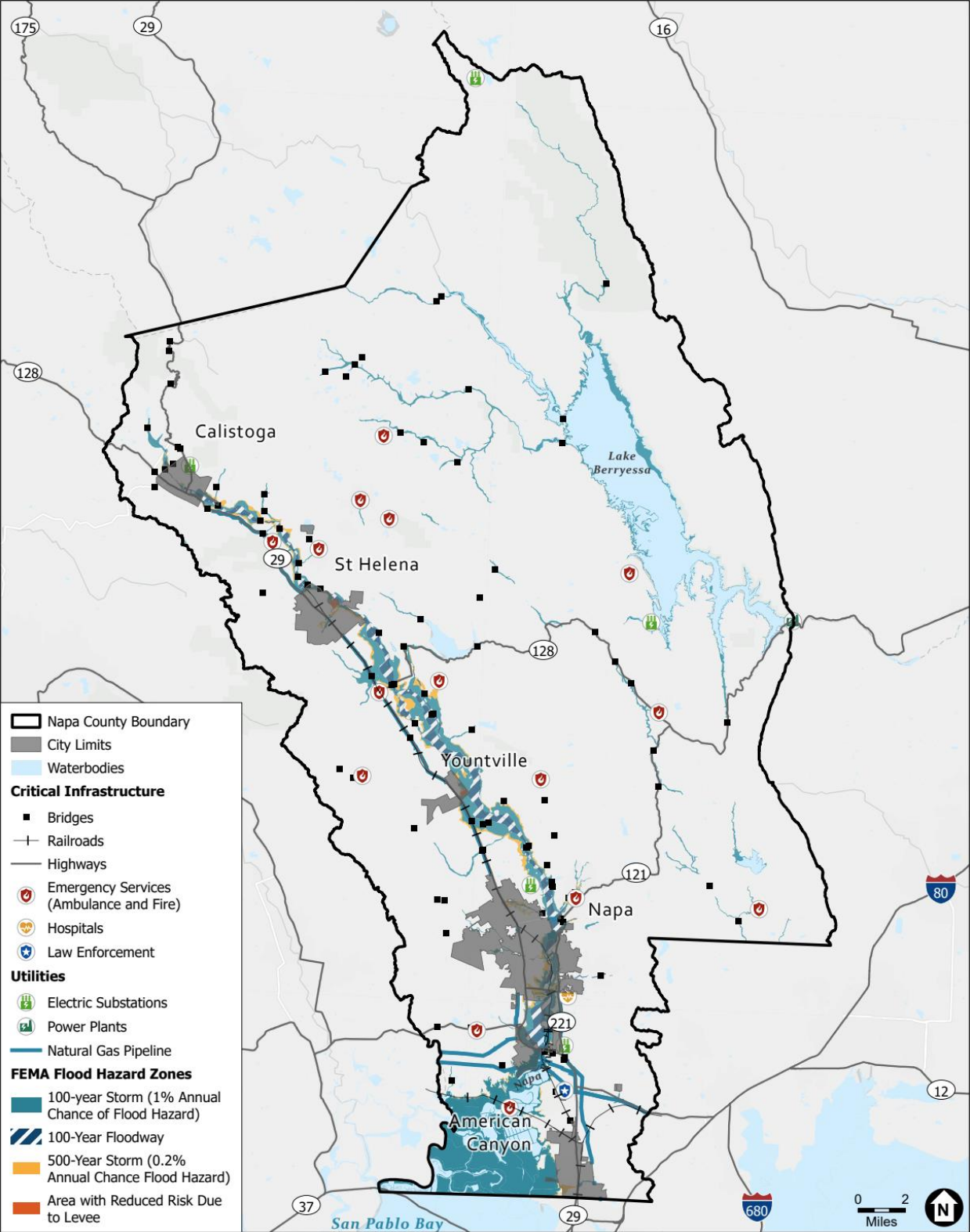


Figure SAF-3
Flood Zones and Critical Infrastructure/Utilities Exposure



- Tsunami.** Seismic sea waves, also known as tsunamis, result most commonly from earthquakes, but can also be caused by landslides or volcanic eruptions. An underwater disturbance close to the coast can result in a tsunami which reaches coastal communities within minutes (USGS, 2018). Strong currents and debris cause much of the damage inflicted by tsunamis and hazardous impacts include drinking water contamination and fires from ruptured gas lines (FEMA 2015). Tsunami hazard area maps from the California Geological Survey within the California Department of Conservation were updated in 2022 and display the most extreme tsunami potential from a variety of projected scenarios. Although the Napa County boundary resides inland from the coast, tsunami waves can travel much farther inland than normal waves. Tsunami waves from the Pacific Ocean can reach the County in areas which border parts of the San Pablo Bay. In the event of a tsunami residents and visitors are advised to move outside the hazard area as soon as possible. The tsunami hazard zones in Napa County lie adjacent to the San Pablo Bay in the southern part of the county surrounding the Napa-Sanoma Marshes Wildlife Area. **Figure SAF-4** maps the tsunami hazard inundation area in Napa County.
- Geologic and Seismic Hazards.** Earthquakes are identified as a priority hazard for Napa County, as five faults could affect the county. All people, property, and environments in the Napa County planning area would be exposed to direct and indirect impacts from earthquakes. **Figure SAF-5** shows the location of fault zones and the underlying quaternary faults near the county. In addition, the severity of an earthquake event could be aggravated by collateral emergencies such as fires, hazardous-material spills, utility disruptions, landslides, transportation emergencies, and potential failure of Napa County dams.

Seismic Faults. Two types of seismic faults exist in Napa County, as shown in Figure SAF-5:

“Normal faults” are those where two parts of the earth’s surface pass by each other.

“Thrust faults” are those where one part of the earth’s surface moves over another.

Earthquakes occur along either type of fault (normal or thrust) when the sideways or up-and-over movement is sudden and dramatic.
- Liquefaction.** Liquefaction occurs when land that is comprised of loose sand and silt shakes and behaves like a viscous liquid. Although most commonly caused by strong earthquakes, soil liquefaction can also result from construction practices such as blasting (USGS, 2016). When liquefaction occurs buildings may sink into the ground or become surrounded by liquefied soil. Liquefaction hazard reduction practices include ground stabilization to drain soil and increase soil density and strengthening of building foundations. **Figure SAF-6** maps the various zones of liquefaction susceptibility in the county.

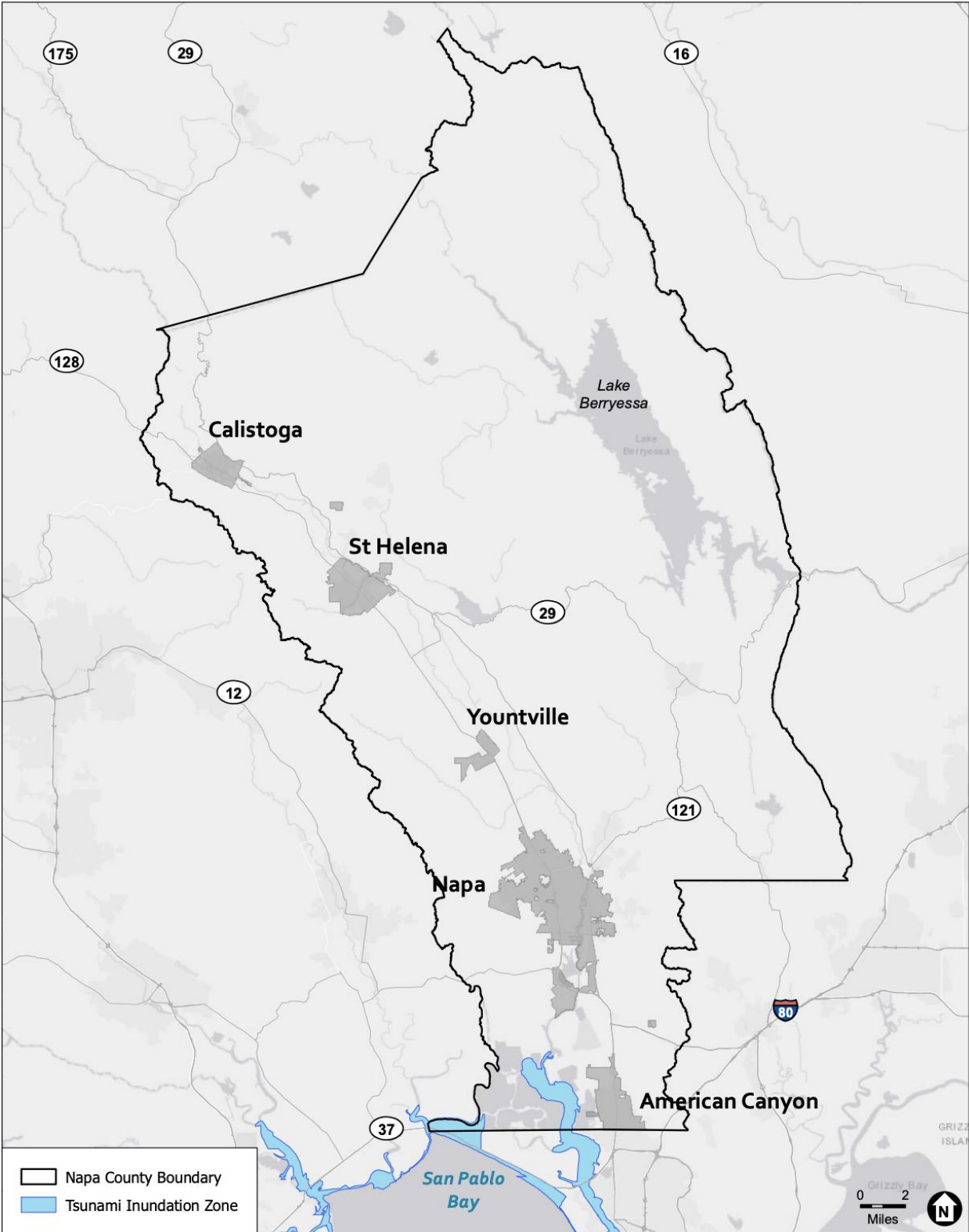


Figure SAF-4
Tsunami Inundation Zones

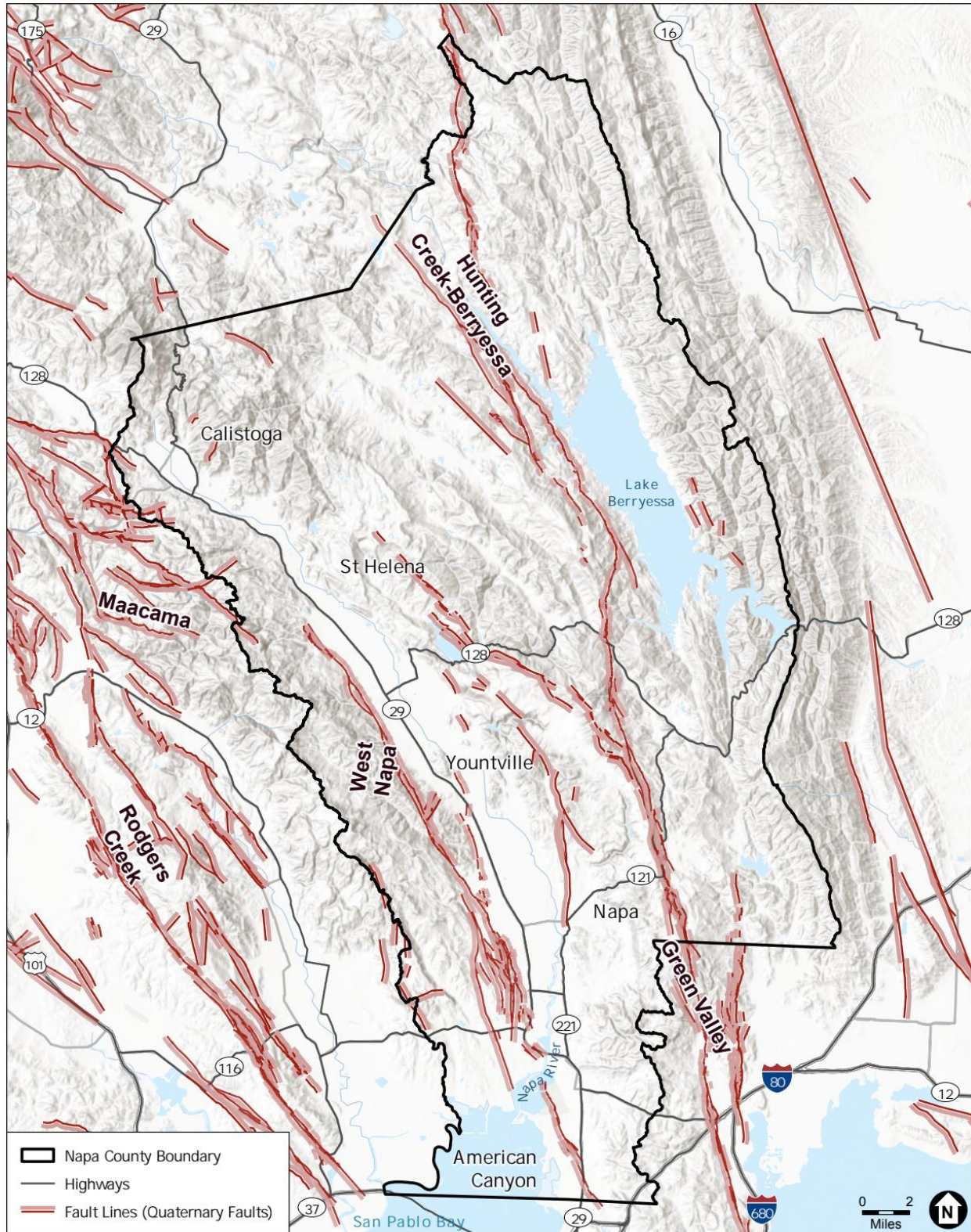


Figure SAF-5
Regional Fault Lines

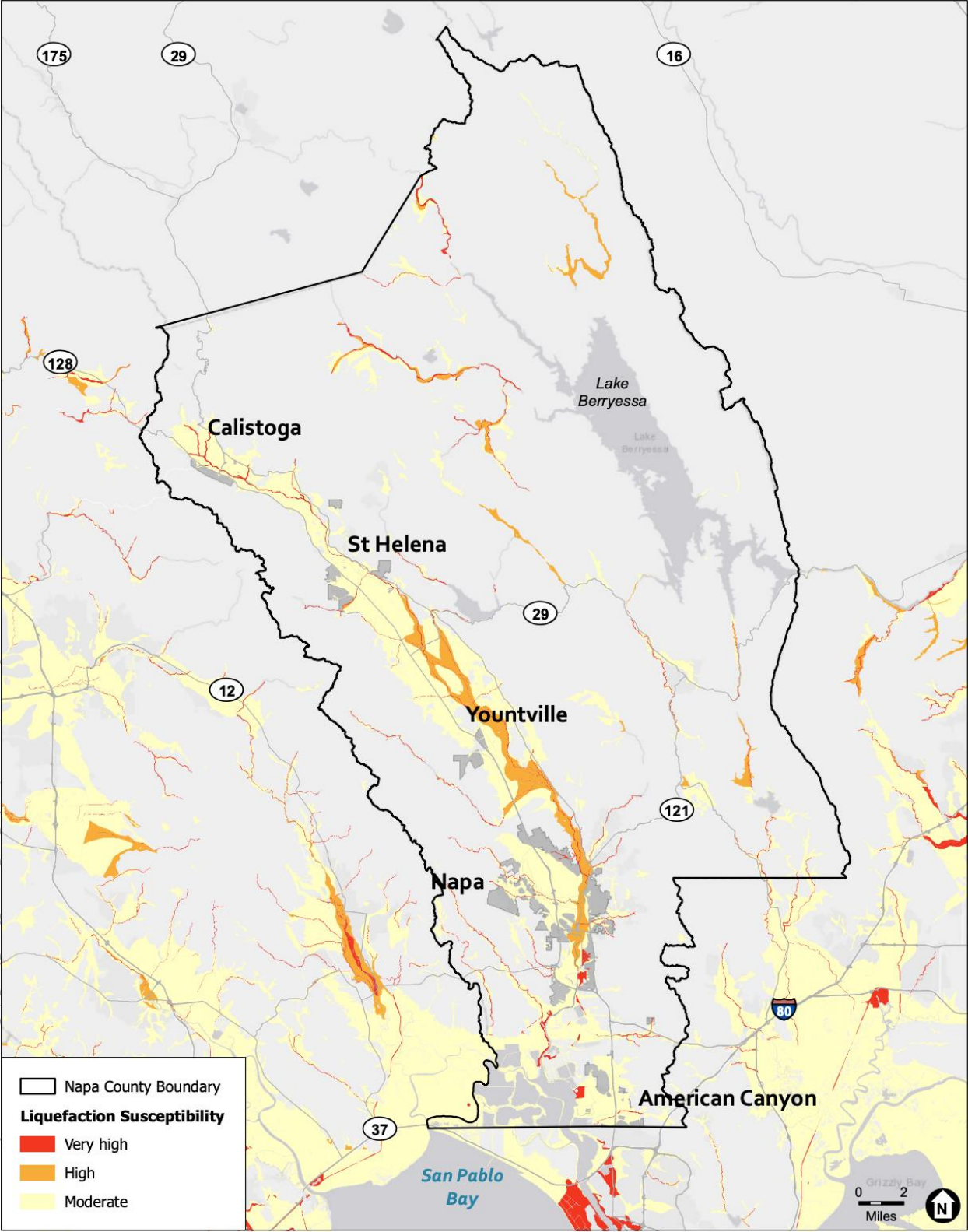


Figure SAF-6
Liquefaction Hazard Zones



- Hazardous Materials.** A “hazardous material” is defined in California Code of Regulations (CCR) Title 22 as a substance or combination of substances that may (1) cause, or significantly contribute to, an increase in mortality or an increase in serious illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed (CCR Title 22, Section 66260.10). Hazardous materials can be found throughout any urban environment. In Napa County, hazardous materials include household hazardous waste; byproducts of industrial manufacturers and providers of diesel, gasoline, propane, lubricants, and compressed natural gas; and pesticides commonly used on vineyards. Areas where historical or ongoing activities have resulted in known or suspected releases of hazardous materials to soil and groundwater, and where current investigation and cleanup activities are located, are monitored by the U.S. Environmental Protection Agency (EPA), California Department of Toxic Substances Control (DTSC), and State Water Resources Control Board (SWRCB). Given the number of waste generators and hazardous materials facilities in Napa County, several federal, state, and local laws, policies, plans, and programs regulate hazardous materials. These laws and associated regulations include specific requirements for facilities that generate, use, store, treat, and/or dispose of hazardous materials. **Figure SAF-7** identifies the approximate locations of all hazardous materials sites from the collective databases regulated and/or maintained by EPA, DTSC, and the SWRCB, including toxic release sites, permitted underground storage tanks, hazardous waste facilities, hazardous waste cleanup sites, and groundwater cleanup sites.
- Pandemic Disease.** The U.S. Centers for Disease Control and Prevention define an “outbreak” as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An “epidemic” is a localized outbreak that spreads rapidly and affects many people or animals in a community. A “pandemic” is an epidemic that occurs worldwide or over a very large area and affects a large number of people or animals. Several major diseases have been found to be present in Napa County: Lyme disease, Rocky Mountain spotted fever, influenza, H1N1 flu, and COVID-19. Although not all will reach the level of pandemic, this Safety Element reviews each of these diseases, which are described in detail in Appendix A, the Safety Element Existing Conditions Report.

On June 15, 2021, Napa County aligned with the California Department of Public Health and the State of California to fully reopen, removing capacity limits and distancing restrictions for most businesses and activities. However, the County and other agencies across the San Francisco Bay Area continue to track a series of health indicators to monitor the impact of COVID-19 on the community. Making such data publicly accessible will ultimately work to assist the decision-making process and help to maintain community safety and a strong, functioning economy.

- Severe Weather.** Napa County experiences impacts from severe-weather conditions such as thunderstorms, powerful winds, heavy rains, hail, and heat waves. All people, property, and environments in the Napa County planning area are exposed to some degree to the impacts of severe-weather events. Populations living at higher elevations with large trees and surrounding power lines may be more susceptible to wind damage and blackouts, while populations in low-lying areas are at risk for possible flooding from increased rainfall. Vulnerable populations such as the elderly, low-income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents of areas isolated from major roads have the potential to suffer to a greater extent during severe-weather events. Because severe-weather events consist of a suite of weather types that have the ability to affect the Napa County community as a whole, the ability to withstand these impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The most common problems associated with severe storms are immobility and loss of utilities.

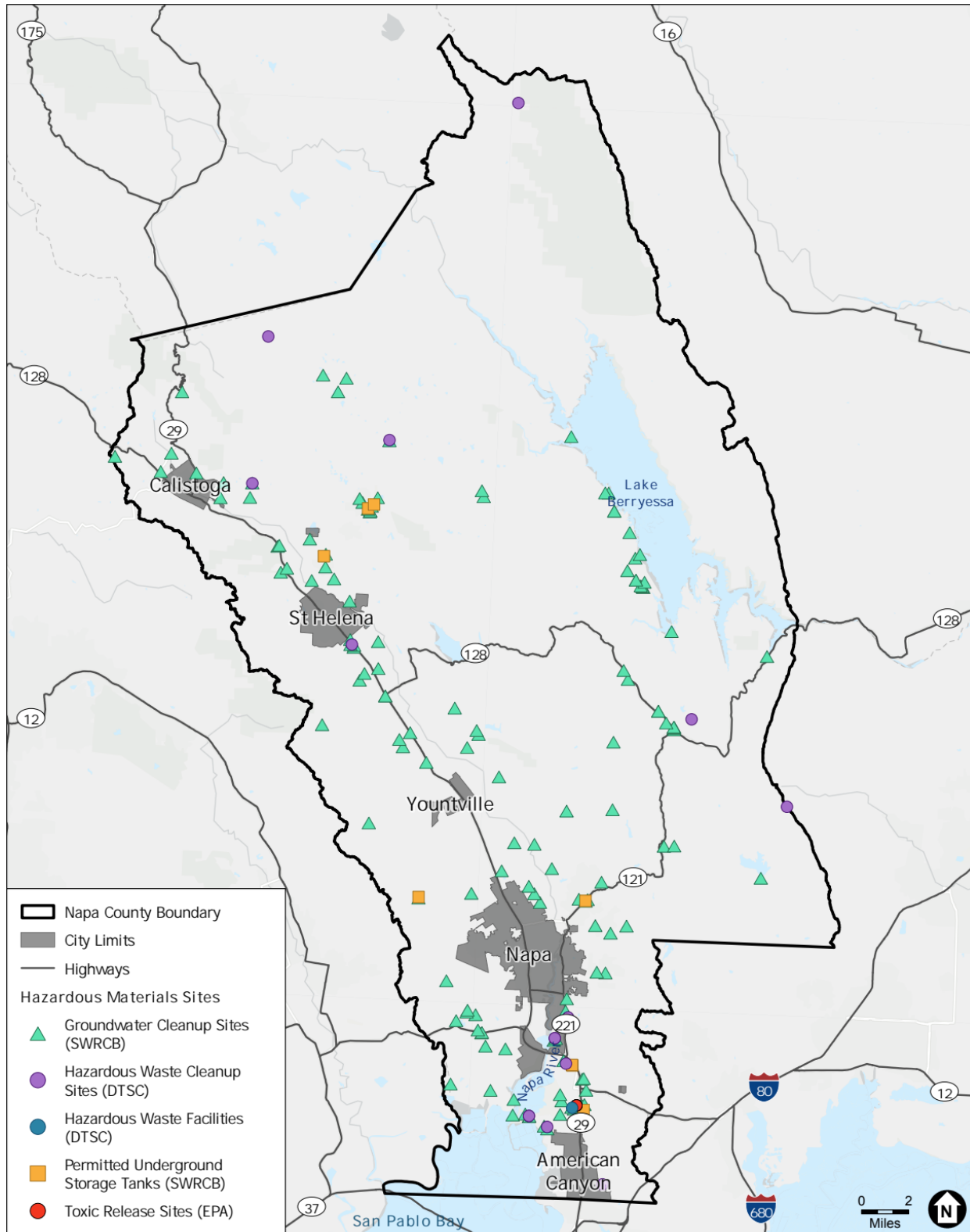


Figure SAF-7
Napa County Hazardous Materials Sites



- Slope Failure.** In Napa County, landslides and slope failure hazards pose a considerable threat to everyday services, including emergency response capabilities and transportation facilities. **Figure SAF-8** shows low, moderate, and high landslide susceptibility and vulnerable facilities in the county's unincorporated areas. Most of the high-susceptibility areas are in the hilly regions bordering the Napa Valley. Landslides are most frequently triggered during periods of high rainfall, which typically occur between November and April in Napa County. Seismic waves from earthquakes can also cause slope failure triggering landslides. Landslides caused by earthquakes are usually located on steeper and longer slopes than those triggered by heavy rainfall (American Geosciences Institute). Hazards are greatest in steeply sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. Slope steepness and underlying soils are the most important factors affecting landslide hazards. However, surface and subsurface drainage patterns also affect landslide hazards, and vegetation removal can increase the likelihood of a landslide (Association of Bay Area Governments, 2018).
- Wildfire Hazard.** Historically, wildland fire risk in Napa County can be attributed to four factors: extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in wildland urban interface (WUI) areas. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for Napa County residents. Ignition sources, or fuels, in the county include grass/oak woodland, 15- to 50-year-old chaparral, redwood forests, and timber more than 50 years old. Critical concerns arise when the dead-to-live ratio of chaparral exceeds 50 percent, and live fuel moisture approaches 60 percent in late summer and early fall (Strategic Fire Plan Sonoma-Lake-Napa Unit, 2017).

Fire Hazard Severity Zones Defined

California law requires the California Department of Forestry and Fire Protection (CAL FIRE) to identify "severity zones" in the state based on the severity of fire hazards that are expected to occur there. Severity zones are identified based on factors such as fuel, slope, and fire weather (CAL FIRE, 2021).

There are three zones, based on increasing fire hazard: medium, high, and very high.

In California, federal, state, local, and tribal organizations all have legal and financial responsibility for wildfire protection. To address jurisdictional responsibilities related to wildfire, in 1981 the California Legislature outlined various wildfire responsibility areas. In Napa County, the most prominent of these responsibility areas are State Responsibility Areas (SRAs) and Local Responsibility Areas (LRAs). **Figure SAF-9** illustrates the fire hazard severity zones in the SRA and the very high fire hazard zones in the LRA for Napa County. (Please refer to the most recent CALFIRE FRAPFHSZ for the most up to date map)¹. The County currently maintains agreements with all the fire agencies in Napa county, Solano, and Sonoma Counties as well as Napa City, American Canyon Fire Protection District, City of St Helena FD, Calistoga City FD, Schell Vista Fire Protection District and Cordelia Fire Protection District for assistance for all emergency incidents.

¹ The most recently updated SRA FHSZ maps were not publicly available at the time of production of this document. For the most recently updated SRA FHSZ maps please see: <https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=fd937aba2b044c3484a642ae03c35677>

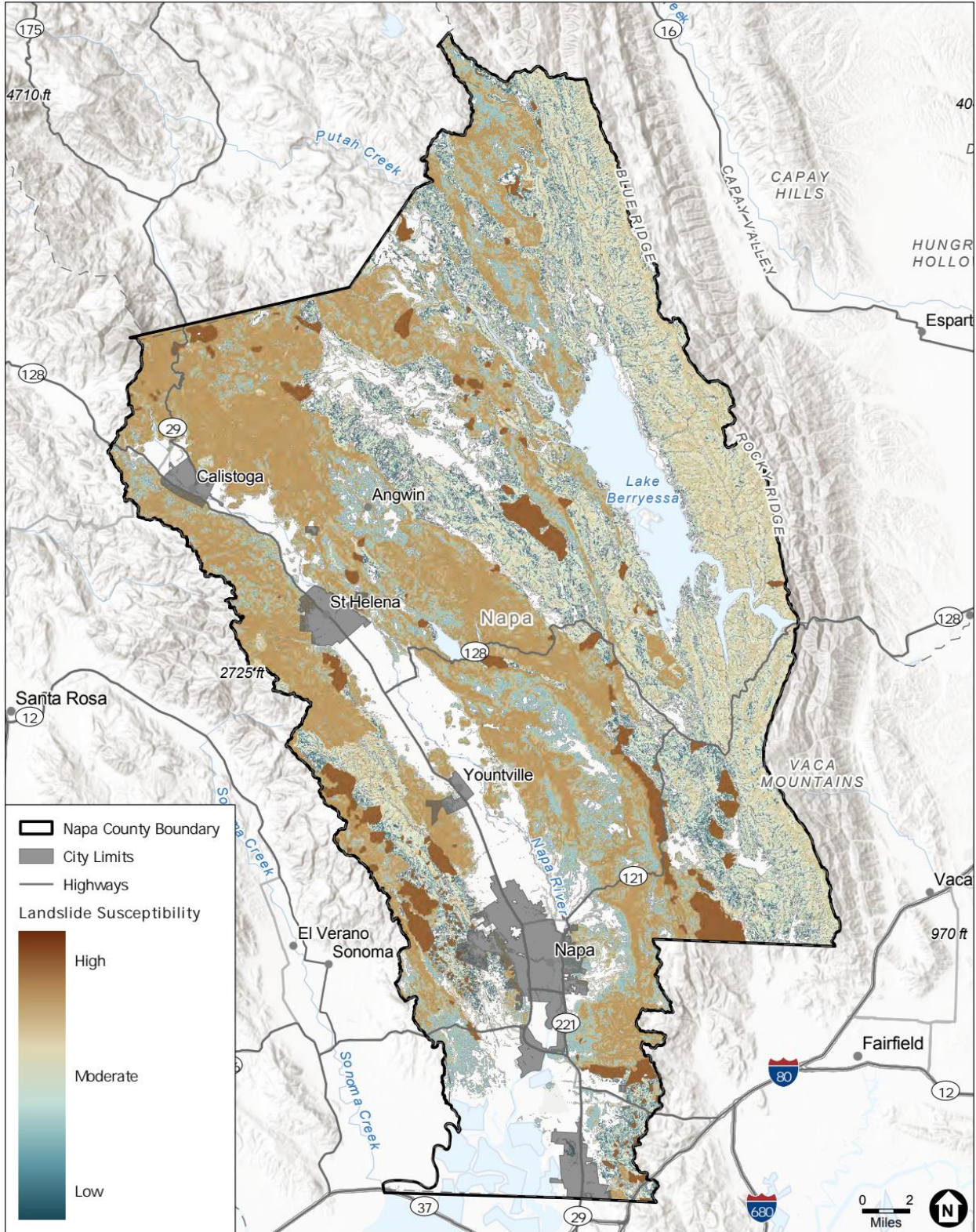


Figure SAF-8
Napa County Landslide Susceptibility

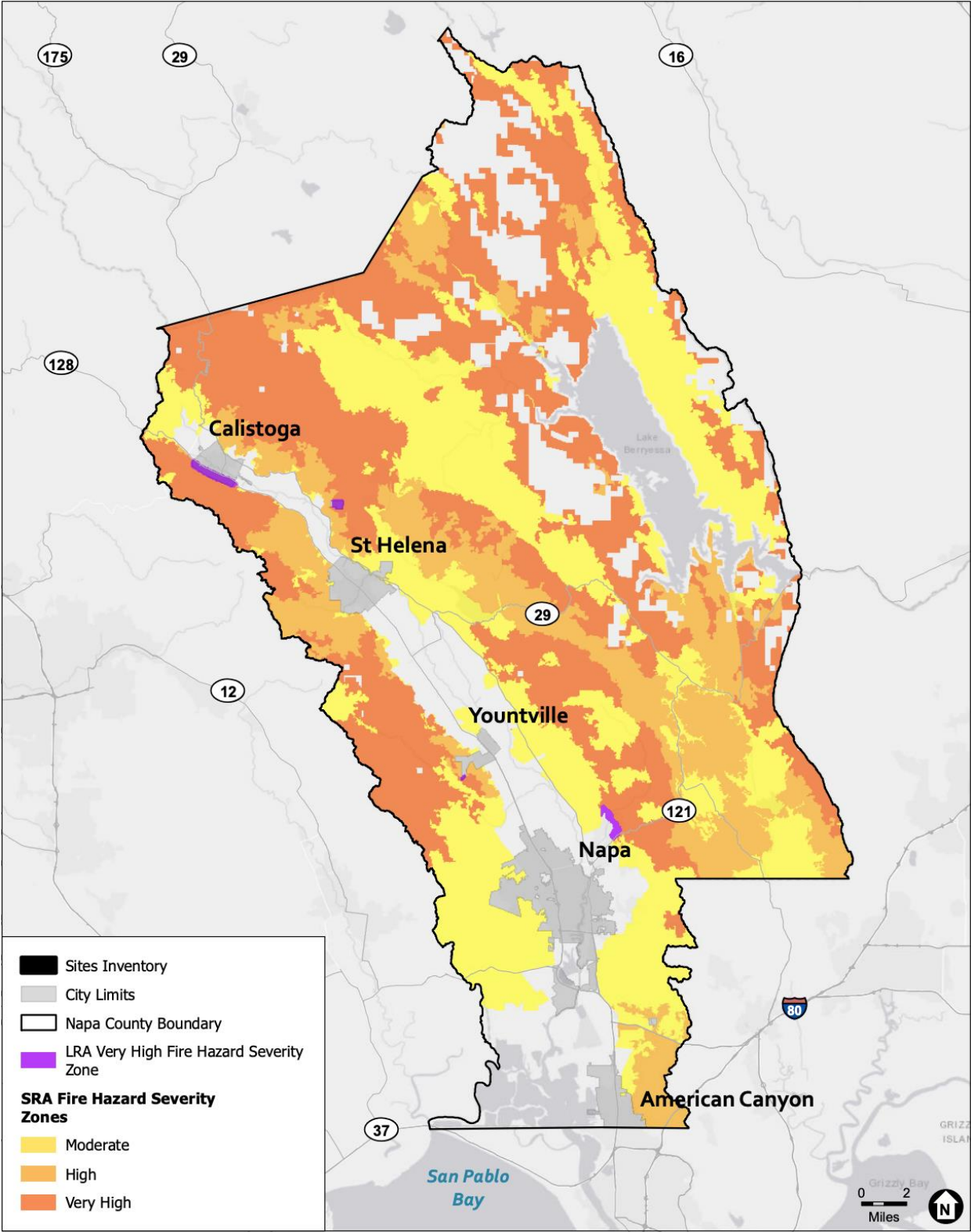


Figure SAF-9
Napa County Fire Hazard Severity Zones



The majority of past wildfire events in Napa County occurred during the summer months (typically June through August). Fire risk will continue to grow if more development is permitted in WUI areas, which increases fuel loads and the risk of human-caused fires. From 2000 to 2019, 10 wildfires—one of which was human-caused—burned more than 1,000 acres in Napa County (Napa County Office of Emergency Services, 2020). In Napa County, wildfires put lives and property at risk and compromise rivers and watersheds, open space, timberland, rangeland, recreational opportunities, historic and cultural assets, scenic resources, and local economies. Wildfire is of greatest concern to populations residing in the moderate, high, and very high fire hazard severity zones. **Figure SAF-10** shows Napa County's fire hazard severity zones, General Plan land uses, and vulnerable infrastructure. With regard to Figure SAF-10, the County currently has no areas lacking emergency service. As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will remain a significant threat to the Napa County community. Climate change is projected to increase this current risk by anywhere from 10 to 20 percent, and the County will need to continue to adapt to this projected increase (Napa County Office of Emergency Services, 2020). This increase could cause additional threats to Napa County and has the potential to affect emergency services, roads, water supplies, housing access, and quality of life. While the County continues to increase its capacity to adapt to wildfire risk, goals and policies in this Safety Element will address site constraints with respect to wildfire hazards and potential impacts on community safety, as well as community education and preparedness.

- **Emergency Preparedness and Evacuation Planning.** Given current climate change, disasters including drought, severe weather, flooding, and other emergencies will likely increase in the coming years, making emergency preparedness even more important. Napa County has several organizations and plans that focus on how best to protect the public and the built environment in the event of a disaster. Disasters can include hazards such as fires, earthquakes, flooding, terrorism, hazardous waste accidents, and public health emergencies. These plans, which are listed throughout the text of the full Existing Conditions Report in Appendix A (including in the Resources section), include not just disaster response, but also recovery after the disaster. Overall, the Napa County Emergency Operations Division oversees the emergency operations plans, called the Concept of Operations Base Plan (CONPLAN). Because of the potential for increased wildfires and flooding in Napa County and the state, and because these types of disasters require coordinated evacuations to save lives, the State of California has enacted two new laws that focus on improvement of evacuation planning. Emergency evacuation—of residents, businesses, and in particular, vulnerable communities—has become an important focus of emergency preparedness. This recently enacted legislation requires that cities update their safety elements to identify and evaluate evacuation routes. AB 747 specifically requires that safety elements be updated to identify evacuation routes and assess the capacity, safety, and viability of those routes under a range of emergency scenarios. SB 99 similarly requires the agencies to identify residential developments in hazard areas that do not have at least two emergency evacuation routes. This information about emergency evacuation routes is shown in the maps found in **Appendix B**. These six maps identify areas and communities with only one access route, particularly in residential areas, and distances to evacuation gateways, or destinations for the three different evacuation scenarios described in Appendix B. The evacuation route analysis in this Safety Element is primarily concerned with (and planning for) wildfires as the cause of emergency evacuations. The County assumes that other natural disasters such as flooding and earthquakes do not require large-scale, concentrated travel over long distances or constrained time frames; response efforts related to these disasters are coordinated by the Emergency Operations Plan.

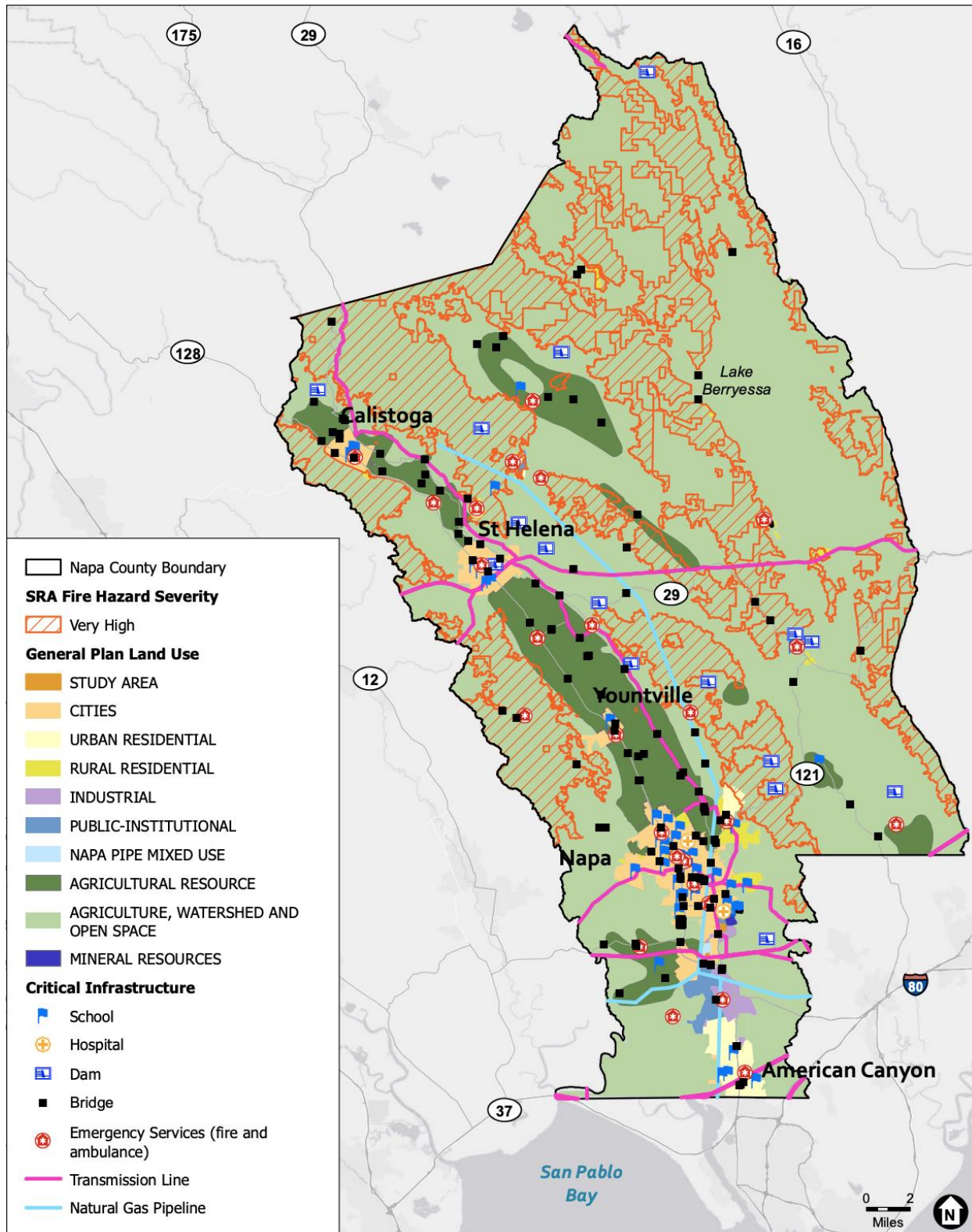


Figure SAF-10
Napa County Fire Hazard Severity Zones, General Plan Land Uses and Vulnerable Infrastructure



SAFETY ELEMENT GOALS AND POLICIES

EMERGENCY PREPAREDNESS

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: **Education programs.** Participate in local, regional, and state education programs regarding fire, flood, and geologic hazards.

Action Item SAF-1.1b: **Safety training.** Work to ensure that all County fire departments and local law enforcement as well as other emergency office staff identify potential hazardous and cascading hazardous events and perform regular trainings biannually.

Policy SAF-1.2: **Provide up-to-date information.** Individuals and businesses should have access to up-to-date information which allows them to collaborate with regional agencies and community-based organizations to expand communications, to improve hazard preparation and response, and be able to make informed decisions about potential safety hazards and the level of risk they are willing to accept.

Policy SAF-1.3: **Evaluate safety hazards.** The County shall evaluate potential safety hazards when considering General Plan Amendments, rezoning, or other project approvals (including but not limited to new residential developments, roads or highways, and all structures proposed to be open to the public and serving 50 persons or more) in areas characterized by:

- 1) Slopes over 15 percent,
- 2) Identified landslides,
- 3) Floodplains,
- 4) Medium or high fire hazard severity,
- 5) Former marshlands, or
- 6) Fault zones.

Policy SAF-1.4: **Perform post-disaster evaluation.** Following disasters conduct an evaluation of redevelopment, particularly after large fires.



- Policy SAF-1.5: **Provide for continued high level of service.** Encourage intergovernmental and regional cooperation directed toward providing for a continuing high level of public services and coordination of services during a disaster.
- Policy SAF-1.6: **Develop intra-county evacuation routes.** The County shall cooperate with other local jurisdictions to develop intra-county evacuation routes to be used in the event of a disaster within Napa County.
- Policy SAF-1.7: **Plan for self-sufficiency.** Planning and outreach should recognize that Napa County may be cut off from surrounding areas following a natural disaster and may need to be self-sufficient in terms of providing emergency services, information, and support to residents and businesses.
- 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.
- Policy SAF-1.9: **Assessment of future emergency service needs.** Prepare an assessment and projection of future emergency service needs as part of the County's future 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.
- Policy SAF-1.10: **Increase workforce housing.** Support increasing the supply of workforce housing. Sufficient workforce housing will likely increase the number of Napa County's first responders living locally, allowing them to be immediately available in the event of a disaster or other emergency.
- Policy SAF-1.11: **Update evacuation routes.** In the next update to the MJHMP identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

Note to the Reader: Please refer to the Housing Element for policy and programs related to workforce housing development and worker proximity housing programs.

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 uses destroyed by hazards or natural disasters as soon as reasonable.

- Policy SAF-2.1: **Engage private sector in disaster response and recovery.** The County encourages the involvement of the private sector in disaster response and post-disaster recovery efforts.
- Policy SAF-2.2: **Utilize diverse communication technologies.** The County supports the use of communication technologies to transmit information to other agencies and the public during emergencies, including:
- Alert Napa County emergency alert system.
 - Integrated Public Alert and Warning System (IPAWS).



- Social media operated by Napa County, the Napa County Sheriff's Office, the Napa County Fire Department, and other public safety agencies and municipalities.
- Other systems to provide outreach to residents without telephone or Internet service.

Policy SAF-2.3: **Maintain structural and operational integrity of essential public services.** The County will seek to maintain the structural and operational integrity of essential public services during flooding events and other natural disasters, including through the location of new essential public facilities outside of flood hazard zones when feasible. All critical public infrastructure intended for emergency use shall be provided with a source of alternate power.

Policy SAF-2.4: **Expedite disaster recovery programs.** The County's emergency services program shall be authorized to review and expedite implementation of appropriate federal, state, regional, and local disaster recovery programs. This may include but not be limited to:

- Preparation of potential mass care facilities;
- Hospital reserve disaster inventory modules;
- Packaged disaster hospitals;
- Disaster assistance centers;
- Multipurpose staging areas;
- Emergency water, food, and medical supplies;
- Instruction leaflets;
- Emergency operating centers; and
- Emergency broadcast systems.

Policy SAF-2.5: **Protect the frail during hazard events.** The County shall work with municipalities, emergency response providers, and others to develop plans and procedures for identifying frail individuals during weather emergencies (including heat waves, storms, and floods), and to mobilize resources for providing transport, shelter, or other assistance as needed.

Policy SAF-2.6: **Maximize Alert Napa County registrations.** Maximize citizen registration on Alert Napa County to provide consistent emergency and community notifications and ensure the greatest reach possible.

Policy SAF-2.7: **Address mental health in emergency planning.** Mental health interventions and programs should be considered in any updates to the County's emergency services planning process. The County should work with the Napa County Department of Health and Human Services Agency to identify persons who may require special assistance or counseling related to emergency situations, including residents and workers. To the extent the County is aware of special needs populations that require special assistance following a disaster, responders should be made aware of these populations and implement programs to reach out to them.

Action Item SAF-2.7a: **Community mental health and physical preparedness survey.** Working with the Napa County Department of Health and Human Services Agency and Office of Emergency Services, prepare and disseminate a survey to all residents and workers or a subset (e.g., vulnerable communities, frontline workers) before Natural Hazards Awareness Week to raise awareness and gather information related to



the community's mental and physical preparedness surrounding the issue of climate change and emergency preparedness. The findings of this survey will help to inform the materials presented during Natural Hazards Awareness Week and other programs.

Policy SAF-2.8: **Increase seismic resistance for critical facilities.** Consistent with state and federal requirements, critical facilities should be provided with additional earthquake resistance and damage control to allow such facilities to remain operational after a disaster.

Policy SAF-2.9: **Disseminate emergency planning information.** The Agricultural Commissioner will coordinate with the Napa County Farm Bureau 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.

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:

- Increase capacity through the use of contraflow lanes or shoulders.
- Manage traffic control, including through turn restrictions and route or ramp closures, to maximize outflows from evacuation areas.
- Clear fire-induced road closures more quickly.
- Prohibit or restrict street parking on high-hazard days.
- Continually improve communication systems and implement strategies that improve disaster alerts.
- Instigate dynamic route guidance and monitoring.
- Implement phased evacuations.
- Promote reductions in vehicle volumes during evacuations, such as by encouraging households to use only one vehicle to evacuate.
- Closely monitor power issues that could affect traffic signals and slow down evacuations.

Action Item SAF-2.10a: **Update municipal code and street codes for fire safety.** Update municipal and street codes to utilize minimum standards of fire safe codes and measures for access/evacuation routes.

Action Item SAF-2.10b: **Mitigation measures for evacuation routes.** Establish mitigation measures and improvement plans for inadequate evacuation routes.

Policy SAF-2.11: **Provide evacuation information to residents, businesses and tourists.** To improve emergency preparedness, inform residents, at-risk populations, businesses and tourists before large-scale evacuations regarding shelter locations, evacuation routes, defensible space and procedures for storing valued items or taking such items with them.

Policy SAF-2.12: **Require emergency action planning for single-access neighborhoods.** Work with every community identified as having only one access route to complete an emergency action plan, using guidance from the Napa County Office of Emergency Services.



- Policy SAF-2.13: **Require emergency action planning for communities exposed to fire and flooding.** Work with every community identified as at-risk to wildfire or flooding to complete an emergency action plan, using guidance from the Napa County Office of Emergency Services.
- Policy SAF-2.14: **Require emergency action planning for residential care and assisted living facilities.** Require all residential care and assisted living facilities to produce an emergency action plan, to ensure that these facilities are well prepared for a disaster and have alternative access plan and evacuation routes to protect vulnerable people during a disaster.
- Policy SAF-2.15: **Require emergency action planning for all critical facilities.** Require all critical facilities to produce an emergency action plan, to ensure that these facilities are well prepared for a disaster and are accessible during emergencies.
- Policy SAF-2.16: **Conduct hardening and redundancy for public safety buildings.** Conduct hardening for security and build redundant (power and other) capability into public safety buildings.
- Policy SAF-2.17: **Modify evacuation orders as appropriate for agricultural protection.** To protect agricultural resources, work with CAL FIRE to modify evacuation orders when advisable to allow farmers to reenter areas to save crops that could be lost during long-term evacuations.
- Policy SAF-2.18: **Limit development to protect life and property from dam failure and wildfires.** Review all new development proposals relative to dam failure inundation maps and areas subject to wildfire to recommend denial of or limits on development if necessary to protect life and property.
- Policy SAF-2.19: **Require dam operators to maintain regularly updated emergency action plans.** To reduce the risks of loss of life and property from dam failure, require all dam operators to maintain and regularly review and update their emergency action plans for all high and significant-hazard potential dams for Napa County.
- Policy SAF-2.20: **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 wildland urban interface areas.
- Action Item SAF-2.20a: **Assessment of roads.** Bi-annually, 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.
- Action Item SAF-2.20b: **Evacuation routes in dense rural communities.** 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.
- Policy SAF-2.21: **Install backup generators in public facilities.** Install backup power generators for fire stations, pump houses, emergency shelters, and cooling centers.
- Policy SAF-2.22: **Agricultural disaster management.** Encourage addressing disaster management issues within the agricultural sector at more localized levels.



- Policy SAF-2.23: **Provide farmworkers with emergency protection resources.** Provide resources to protect farmworkers (e.g., facilities, education) in the event of an emergency situation such as a wildfire, extreme heat, extreme weather, flooding, or an earthquake.
- Policy SAF-2.24: **Offer agricultural training and networking resources.** Offer agricultural disaster training and networking opportunities for farmers and agricultural regulatory agencies.
- Policy SAF-2.25: **Develop a “Natural Hazard Awareness Week” campaign to educate and prepare community members.** In collaboration with the Napa Valley Community Organizations Active in Disaster, the Napa County Office of Emergency Services, and other interested County agencies, develop a “Natural Hazard Awareness Week” campaign and conduct corresponding outreach to the community and all interested parties. Activities will focus on flooding, earthquakes, and other natural hazards, including associated hazard functions, governing laws/regulations, mitigation strategies, and precautions. Outreach will also be conducted throughout the year, wherever possible.
- Policy SAF-2.26: **Coordinate with utility agencies when developing climate action plans.** Coordinate with utility agencies (such as the Napa Sanitation District) when developing climate action plan adaptations.
- Policy SAF-2.27: **Work with organizations to enhance disaster communication processes.** Continue to work and collaborate with the Napa Valley Community Organizations Active in Disaster to enhance communication in the event of a disaster.
- Policy SAF-2.28: **Provide an informational sheet outlining agency responsibilities and hierarchy during disaster management.** The Napa County Office of Emergency Services shall create, and then provide to all agencies and community-based organizations with responsibilities for emergency response, an informational sheet designating the hierarchy and specific roles and responsibilities of each agency or organization when responding to a disaster. This is to prevent confusion and inefficiency during disaster response.

DROUGHT

- Goal SAF-3:** To reduce the impacts caused by drought for residents and the business community.
- Policy SAF-3.1: **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.
- Policy SAF-3.2: **Continue to invest in programs that promote water conservation in Napa County’s agricultural industry.** Continue collaboration efforts between the Agricultural Commissioner, Napa County Groundwater Sustainability Agency, Napa County Resource Conservation District, University of California Cooperative Extension for Agriculture and Natural Resources, and the agricultural industry to develop actions and invest in programs that lead to increased water conservation and sustainability in Napa County’s vineyards, wineries, and farmland.
- Policy SAF-3.3: **Water monitoring devices.** Install water monitoring devices on government-owned facilities.



- Policy SAF-3.4: **Plant drought tolerant landscaping at public facilities.** Install drought tolerant landscaping at government-owned facilities.
- Policy SAF-3.5: **Update water conservation policies for landscaping.** Amend or revise water conservation regulations for landscape design.
- Policy SAF-3.6: **Outdoor watering conservation ordinance.** Adopt a new water conservation ordinance for commercial and residential land uses limiting outdoor watering.

GEOLOGIC AND SEISMIC

- Goal SAF-4:** To the extent reasonable, protect residents and businesses in the unincorporated area from hazards created by earthquakes, landslides, and other geologic hazards.

- Policy SAF-4.1: **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. Geologic studies shall identify site design (such as setbacks from active faults and avoidance of on-site soil-geologic conditions that could become unstable or fail during a seismic event) and structural measures to prevent injury, death and catastrophic damage to structures and infrastructure improvements (such as pipelines, roadways and water surface impoundments not subject to regulation by the Division of Safety of Dams of the California Department of Water Resources) from seismic events or failure from other natural circumstances.

Action Item SAF-4.1a: **Make updated maps publicly available.** Updated maps should be made available to the public at County offices, on the County's Web site, and through other appropriate channels.

- Policy SAF-4.2: **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 which can promote earth movement.
- Policy SAF-4.3: **Prohibit extensive grading where geological hazards are present.** No extensive grading shall be permitted on slopes over 15 percent where landslides or other geologic hazards are present unless the hazard(s) are eliminated or reduced to a safe level.
- Policy SAF-4.4: **New hillside parcels shall be large enough for site flexibility.** Newly created hillside parcels shall be large enough to provide flexibility in finding a stable buildable site and driveway location.
- Policy SAF-4.5: **Prohibit road dedication where geological hazards would require excessive county maintenance.** The County shall not accept dedication of roads (a) on or jeopardized by landslides, (b) in hilly areas, or (c) in areas subject to liquefaction, subsidence, or settlement, which, in the opinion of the Public Works Department, would require an excessive degree of maintenance and repair costs.



- Policy SAF-4.6: **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.
- Policy SAF-4.7: **Regular review of slope failure maps.** Regularly update maps identifying all areas subject to slope failure, including locations of critical facilities and infrastructure that could be affected by the slope failure. This information can be used for improvement of public education and awareness, planning and public works projects, and development of a warning system.
- Policy SAF-4.8: **Slope stabilization projects.** Implement slope stabilization projects in the highest risk areas.
- Policy SAF-4.9: **Private critical facilities shall evaluate and address geological hazard resilience.** Encourage privately owned critical facilities (e.g., churches, hotels, other gathering facilities) to evaluate the ability of the buildings to withstand earthquakes and to address any deficiencies identified.
- Policy SAF-4.10: **Seismic retrofitting for county-owned critical facilities.** Retrofit County-owned critical facilities and buildings, increasing their capability to withstand earthquakes and liquefaction.
- Policy SAF-4.11: **Update and enforce seismic building codes.** Adopt and enforce updated building codes to reduce earthquake damage to structures.

DISEASE AND PANDEMIC

- Goal SAF-5:** It is the goal of Napa County to be prepared to effectively respond to an outbreak or disease.
- Policy SAF-5.1: **Upgrade existing hospitals.** Increase the capacity of existing hospitals through retrofits or upgrades with enhanced heating, ventilation, and air conditioning systems and isolation wings.
- Policy SAF-5.2: **Disseminate outbreak and disease information to agriculture sector.** Enlist the assistance of the Napa County Farm Bureau and other agricultural organizations to disseminate information and guidance to the agricultural sector regarding outbreaks and disease.
- Policy SAF-5.3: **Disease resources for vulnerable communities.** Focus education and health resources for disease control on the most vulnerable communities, which may include elderly residents, people with disabilities, African Americans, Latinx people, Pacific Islanders, and lower-income households. Provide all communication in multiple languages as needed by the population.
- Policy SAF-5.4: **Update insect identification and pest programs.** Collaborate with regional agencies and organizations to expand and improve insect identification and pest programs.



WILDFIRE

Goal SAF-6: It is the goal of Napa County to effectively manage forests and watersheds, and to protect homes and businesses from fire and wildfire and minimize potential losses of life and property.

Policy SAF-6.1: **Collaborate with other agencies for implementation of wildfire and hazard plans.** The County shall work with other agencies and organizations to implement the Community Wildfire Protection Plan (2021) and Multi-Jurisdictional Hazard Mitigation Plan (2021).

Policy SAF-6.2: **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.

Action Item SAF-6.2a: **Update municipal code per state fire protection code.** Review and update the 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.

Policy SAF-6.3: **Coordinate with fire agencies to plan for fire prevention and suppression needs.** The County shall coordinate with CAL FIRE and fire agencies in neighboring counties to plan for future fire prevention and suppression needs including identifying future water supply for fire suppression needs.

Policy SAF-6.4: **Minimize hazards in high wildland fire hazard areas.** Avoid or minimize new residential development in the VHFHSZ. If new development occurs within the VHFHSZ's the County will ensure the most current State and Local Fire Regulations and Codes will be applied such as the State Fire Safe Regulations, Fire Codes, Defensible Space and utilize the most current State Home Hardening recommendations.

Action Item SAF-6.4a: **Develop standards for development in high fire hazard severity areas.** Develop site criteria and construction standards for development in high fire hazard areas and adopt standards to restrict urbanizing these areas as defined in Policy AG/LU-27 unless adequate fire services are provided.

Action Item SAF-6.4b: **Implement "Napa Firewise."** Continue to implement "Napa Firewise" through information and education programs, community outreach, and fuel modification.

Note to the Reader: Please refer to the Agricultural Preservation and Land Use Element for policy related to the reconstruction of uses destroyed by fire or natural disaster.

Policy SAF-6.5: **Support prescribed fuel management programs.** The County supports the use of prescribed fuel management programs, including prescribed burns and brush clearing, for managing fire hazardous areas; to reduce wildfire hazard, improve watershed capabilities, promote wildlife habitat diversification, and improve grazing.



Note to the Reader: Please also refer to Policy CON-11 for related policy statements on this topic.

- Policy SAF-6.6: **Meet or exceed fire safety standards for county buildings and roads.** The County should set a good example and meet or exceed fire safety standards and defensible space requirements for all County buildings and roads.
- Policy SAF-6.7: **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-6.7a: **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.
- Policy SAF-6.8: **New development compliance with fire safety standards.** All new development shall prepare a fire protection plan that complies with established fire safety standards. Ingress and egress will be constructed utilizing the most current State Fire Safe Regulations, Fire Code, Napa County Road and Street Standards, and/or County Code that meets these minimum requirements. Fire protection plans shall be referred to the appropriate fire agency and other public agencies for comment as to:
- 1) Risk analysis.
 - 2) Location of anticipated water supply.
 - 3) Adequacy of water supply for new development (i.e. maintenance and long-term integrity).
 - 4) Adequacy of fire flow (gallons per minute) to extinguish a fire at the proposed development.
 - 5) Fire response capabilities including site design for fire department access in and around structures.
 - 6) Ability for a safe and efficient fire department response.
 - 7) Traffic flow and ingress/egress for residents and emergency vehicles.
 - 8) Fire safety requirements including site-specific built-in fire protection, defensible space, infrastructure, building ignition resistance, and fuel modification.
 - 9) Mitigation measures and design considerations for non-conforming fuel modification (i.e. fuel modification out of compliance with the County's and CALFIRE's Fire Safety Standards).
 - 10) Potential impacts to emergency services and fire department response.
 - 11) Maintenance of vegetative clearance on public and private roads.
 - 12) Wildfire education maintenance and limitations.
- Policy SAF-6.9: **Preserve and maintain fire prevention techniques.** The County shall preserve and maintain existing fire trails, defensible space, and community fire breaks.
- Policy SAF-6.10: **Maintain fire breaks.** The county will work with CalFire, Fire Safe Councils, public works, fire districts and any other community organizations to ensure that the fire breaks will be maintained; seek grant money – both Federal and State, to fund fire breaks and their long-term maintenance.



- Policy SAF-6.11: **Utilize guidance from the community protection plan.** Implement the guidance found in the Community Wildfire Protection Plan, and continue to work with the Napa Communities Firewise Foundation to implement new programs and techniques as the plan changes.
- Policy SAF-6.12: **Address and mitigate human causes of ignition.** Focus on human causes of ignition and address the problem through education and enforcement actions. Develop mitigation related resources for residents in high-hazard areas, including resources and best-practice guides for fuel reduction and building material retrofits.
- Policy SAF-6.13: **County chipper program.** Continue the County Chipper Program and monitor the success of the program for improvement or expansion.
- Policy SAF-6.14: **Assist private property owners with fuel reduction.** Continue and expand technical assistance to private property owners to implement fuel reduction around their homes and businesses. Develop and conduct a defensible space community education program with specific programs for populations deemed at-risk.
- Policy SAF-6.15: **Regularly update county defensible space ordinance.** Update the County's defensible space ordinance regularly as necessary to meet or exceed the CAL FIRE defensible space ordinance.
- Policy SAF-6.16: **Support neighborhood-based Firewise councils.** Foster and form neighborhood-based firewise councils, using grant funding to support their operation.
- Policy SAF-6.17: **Retrofit critical public safety infrastructure.** Retrofit critical public safety infrastructure with fire resistant materials and maintain defensible space around structures.
- Policy SAF-6.18: **Conduct prescribed burns.** Conduct prescribed burns as part of a wildfire mitigation strategy.
- Policy SAF-6.19: **Fire resilient retrofitting for care facilities.** Require care facilities (adult care, childcare) to retrofit with fire-resistant materials when upgrading and require facilities to maintain defensible space around their structures.
- Policy SAF-6.20: **Vegetation management projects.** Complete vegetation management projects as prescribed in the Community Wildfire Protection Plan.
- Policy SAF-6.21: **Construct fuel breaks and roadside treatment projects.** Construct shaded fuel breaks and complete roadside treatment projects as prescribed in the Community Wildfire Protection Plan.
- Policy SAF-6.22: **Require proper addressing and signage.** All streets and homes shall have proper addressing and signage in compliance with Napa County Fire Department to assist in wildfire emergencies.
- Policy SAF-6.23: **Move utility lines underground.** Work with utility providers to move aboveground lines underground.
- Policy SAF-6.24: **Improve egress in wildland urban interface areas.** Construct or improve egress for wildfire emergencies in wildland urban interface areas.
- Policy SAF-6.25: **Farmworker wildfire education.** Coordinate with the Napa County Farm Bureau to train farmworkers and increase their situational awareness in the event of a wildfire.



Policy SAF-6.26: **Location of public facilities.** With the exception of fire stations, where location is based on a variety of factors, all essential public facilities shall be located outside high fire risk areas, where feasible.

Policy SAF-6.27: **Implement fire safety and evacuation recommendations.** The County shall implement recommendations to improve fire safety and evacuation within existing subdivisions with only point of egress, pursuant to recommendations provided by the Board of Forestry and Fire Protection.

Action Item SAF-6.27a: **Mitigate non-conforming development.** Mitigate existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazards.

FLOODING

Goal SAF-7: To protect residents and businesses from hazards caused by flooding.

Policy SAF-7.1: **Evaluate construction in new flood plains.** New construction in flood plains shall be evaluated and placed above the established flood elevation or flood-proofed to minimize the risks of flooding and provide protection to the same level as required under County's Floodplain Management Ordinance.

Policy SAF-7.2: **Maintain areas subject to flooding in agricultural or open spaces.** The County recognizes that agricultural open space also serves a valuable purpose in promoting safety, and that maintaining areas subject to flooding in agricultural or open space uses minimizes the impacts of flooding on homes and businesses.

Note to the Reader: Please refer to Figure SAF-3 in this Safety Element for a map of areas subject to flooding.

Policy SAF-7.3: **Review potential flood impacts for new proposed projects in a floodway.** The review of new proposed projects in a floodway as mapped on the County's Flood Insurance Rate Maps (FIRM)² (Figure SAF-3) shall include an evaluation of the potential flood impacts that may result from the project. This review shall be conducted in accordance with the County's FEMA approved Flood Plain Management Ordinance, incorporated herein by reference, and at minimum include an evaluation of the project's potential to affect flood levels on the Napa River; the County shall seek to mitigate any such effects to ensure that freeboard on the Napa River in the area of the Napa River Flood Protection Project is maintained.

Policy SAF-7.4: **Review development proposals with reference to dam failure.** Development proposals shall be reviewed with reference to the dam failure inundation maps in order to determine evacuation routes.

Policy SAF-7.5: **Ensure proper maintenance and repairs for dams and levees.** Dam and levee maintenance is considered by the County to be the responsibility of the owner/operator

² Flood Insurance Rate Map, Napa County, California, Map Number 06055CIND0A (index sheet), Effective Date: September 26, 2008



of each dam and/or levee. The County will support other agencies in their efforts to ensure that proper maintenance and repairs are accomplished.

- Policy SAF-7.6: **Mitigate flood risk in areas not under protection from Measure A.** Mitigate flood risk for flood-prone residential structures in areas not receiving direct protection from the Measure "A" Flood Project.
- Policy SAF-7.7: **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.
- Policy SAF-7.8: **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.
- Policy SAF-7.9: **Maintain warning gauges on local dams.** Construct, install, and maintain warning gauges on local dams as the opportunity or need arises.
- Policy SAF-7.10: **Create an inventory to replace culverts.** Create an inventory and priority list to replace culverts, taking into account fish passage, flood depth reduction, and future losses avoided.
- Policy SAF-7.11: **Improve dam risk assessments.** Improve risk assessments for dams located within the county.
- Policy SAF-7.12: **Farm work centers in flood risk areas.** Relocate farm work centers from flood risk areas.
- Policy SAF-7.13: **Retrofit bridges and culverts.** Elevate and or retrofit bridges and culverts to allow proper 100-year flows of stormwater.
- Policy SAF-7.14: **Improve stormwater basins.** Construct and/or improve stormwater basins countywide to accomplish 100-year protection.
- Policy SAF-7.15: **Reduce floodplain risk through regulatory standards.** Adopt higher regulatory standards as means of reducing future flood risk and supporting a *no-adverse-impact* philosophy of floodplain management.
- Policy SAF-7.16: **Elevate new structures above 100-year flood level.** Require all new or substantially improved structures to be elevated higher than the 100-year flood to provide a margin of safety for extreme weather events and short-term effects of sea level rise.
- Policy SAF-7.17: **National insurance flood insurance floodplain maps.** Ensure that all new and revised National Insurance Flood Insurance floodplain maps depict how the floodplain will change over time, especially concerning sea level rise. Communities and developers rely on these maps to guide siting, design, and construction of all housing, commercial development, and public infrastructure and these depicted floodplains should be areas where development is restricted (with elevation required) or prohibited.

Note to the Reader: The Conservation Element should also be consulted for policies related to short- and long-term erosion control on construction sites, vineyards, and other projects.



SEVERE WEATHER

Goal SAF-8: To reduce the impacts caused by severe weather events for residents and the business community.

Policy SAF-8.1: **Resources for vulnerable populations.** Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.

Policy SAF-8.2: **Informational campaign for 72-hr kits.** Develop a public information campaign on the details and benefits of 72-hour kits.

Policy SAF-8.3: **Procure backup generators for public meeting spaces.** Procure backup generators in the event that public meeting spaces such as community centers or town halls will be used as emergency command centers. Perform regular maintenance on generators at water treatment plants.

HAZARDS FROM HUMAN ACTIVITIES

Goal SAF-9: To protect residents and businesses from hazards caused by human activities.

Policy SAF-9.1: **Policy development for electromagnetic field safety.** The County shall continue to monitor research being conducted under the auspices of the California Public Utilities Commission (CPUC) to define acceptable levels of exposure to electromagnetic fields (EMF). Once a specific numerical standard for EMF exposure has been adopted by the CPUC, the County's policy shall be that residential development (and other sensitive land uses such as schools, hospitals, childcare sites) that would expose persons to EMF which exceeds the standard should generally not be permitted.

Policy SAF-9.2: **Contribute to the location of new or relocated electrical transmission lines.** The County shall seek to be part of the decision-making process for the location of new or relocated electrical transmission lines in order to ensure that line locations are coordinated with the County's land use plans and aesthetic policies.

Policy SAF-9.3: **Consider potential hazards resulting from the release of liquids.** Potential hazards resulting from the release of liquids (wine, water, petroleum products, etc.) from the possible rupture or collapse of aboveground tanks should be considered as part of the review and permitting of these aboveground tanks.

Policy SAF-9.4: **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-9.4a: **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 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.

Policy SAF-9.5: **Ensure safety of all people in maintenance and construction of roadways.** Safety shall be considered in the maintenance and construction of all new roadways and related improvements to provide a safe environment for all modes of transportation and ensure the safety of neighboring uses and sensitive receptors. Safety measures should factor in protection from potential hazardous material spills, where spills could contaminate adjacent property and water bodies. Safety measures should also consider the need to protect adjacent uses from roadway pollutions through the use of green buffers, sound walls and other design interventions. The special needs of elder and disabled persons shall be addressed when designing new or modifying signs. Examples of features specific to the elderly include:

- Signals which provide pedestrians with slower mobility the opportunity to cross roadways in greater safety by providing for longer crossing times.
- Increased lighting at pedestrian crossings.
- Pedestrian crossing surfaces which provide greater traction to reduce slips and falls.
- Audible and/or “countdown” crossing signals.

Policy SAF-9.6: **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.

Policy SAF-9.7: **Review commercial and multifamily development for public safety.** All new commercial and multi-family development shall be referred to the Sheriff's Department for review of public safety issues. If the proposed project is adjacent to or within an incorporated city/town, consultation with their law enforcement agency shall also be required.

Policy SAF-9.8: **Terrorism and civil unrest emergency response.** The County will prepare for and respond to emergencies related to terrorism and civil unrest in the same way as natural and man-made disasters.

Policy SAF-9.9: **Reduce or cease activities that could cause hazards.** Monitor to reduce or cease activities by governmental and private companies and agencies that could cause the artificial induction of earthquakes or other hazards.

CLIMATE CHANGE ADAPTATION

Goal SAF-10: The County will address and reduce hazards caused by climate change, with climate change adaptation.

Policy SAF-10.1: **Encourage public utility agencies to analyze and prepare for impacts of sea level rise on facilities.** Encourage public utility agencies with utilities located within the Napa County boundaries, such as the Napa Sanitation District, to analyze the potential impacts of sea level rise on their facilities and possible solutions. Based on the analysis, plan for



and construct sea level rise protection. Include in the analysis the need for any other regional flood control projects.

- Policy SAF-10.2: **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 regarding efforts to protect and increase community resiliency to sea level rise.
- Policy SAF-10.3: **Napa county climate action plan.** Implement the adopted Climate Action Plan for Napa County and continue to update the plan as climate change conditions improve or worsen.
- Policy SAF-10.4: **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.
- Policy SAF-10.5: **Fuel reduction in high wildfire risk areas.** Implement fuel reduction techniques around all buildings located within high-wildfire-risk areas.
- Policy SAF-10.6: **Cooling centers near farmworker populations.** Construct new cooling centers near farmworker populations and improve others if identified as substandard.
- Policy SAF-10.7: **Review climate change impacts on farmworkers.** Work with other relevant organizations to review the impacts of climate change on the health of farmworkers, and thereafter adopt strategies to decrease these impacts.
- Policy SAF-10.8: **Climate change impact risk assessment.** Support risk assessments of climate change impacts on the agriculture and wine industries.
- Policy SAF-10.9: **Rainwater catchment systems.** Construct rainwater catchment systems to recharge groundwater in government rights-of-way.
- Policy SAF-10.10: **Assist vulnerable populations with acquisition of air conditioning systems.** Develop programs that will assist low-income and elderly residents in replacing and being reimbursed for air conditioning systems.
- Policy SAF-10.11: **Develop alternative water supplies.** Construct and develop alternative water supplies to augment single sources of water delivery.



APPENDIX A

NAPA COUNTY SAFETY ELEMENT EXISTING CONDITIONS REPORT

Draft

NAPA COUNTY GENERAL PLAN
Safety Element – Existing Conditions

**Prepared for
Napa County**

April 2022

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1.0 Introduction

1.1 Purpose

The purpose of the Safety Element is to reduce the risk of death, injuries, property damage, environmental damage and economic and social dislocation associated with natural and human-caused hazards. The County of Napa faces the potential for natural and human-induced emergencies and disasters. Hazards facing Napa County that are addressed in this Element include: Agricultural disaster, dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire hazards. Many of these hazards are made worse by climate change.

This Element identifies and describes each hazard and includes goals, policies, and actions to guide the planning and decision-making process. At the same time that these policies and actions are implemented, the County recognizes that those features which help contribute to Napa County's beauty and wine industry—the steep mountains, the volcanic soils, the many rivers and streams, the forest-covered slopes—are themselves reminders of the ongoing potential for seismic activity, flooding, and fire. This Element therefore seeks to take a reasonable approach, making those improvements necessary to reduce hazards while recognizing that some hazards will remain despite the best efforts of the County and other agencies.

1.2 Statutory Requirements

California Government Code Section 65302 (g) includes the requirements that should be addressed in a community's general plan safety element. These requirements are organized into nine subsections [65302 (g) (1) through 65302 (g) (9)], which are summarized below:

- 65302 (g) (1) identifies the primary hazards/issues that should be included in the safety element, which include: seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mudslides and landslides, tsunami, seiche, dam failure, flooding, subsidence, liquefaction, other geologic hazards, wildland and urban fires, evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
- 65302 (g) (2) adopted through AB 162 (2007) identifies the requirements to update floodplain mapping and information, which includes special requirements.
- 65302 (g) (3) adopted through SB 1241 (2012) identifies the requirements for updating wildfire mapping, information, and goals and policies to address wildfire hazards.
- 65302 (g) (4) adopted through SB 379 (2015) identifies the requirements for updating the safety element to address potential impacts associated with climate change and potential strategies to adapt/mitigate these hazards.
- 65302 (g) (5) adopted through SB 99 (2019) requires identification of specified evacuation constraints associated with residential developments.
- 65302 (g) (6) adopted through SB 1035 (2018) requires the update of the safety element every time the housing element or local hazard mitigation plan is updated.

- 65302 (g) (7) allows for the incorporation of a flood plain management ordinance into the safety element.
- 65302 (g) (8) requires consultation with the California Geological Survey, California Office of Emergency Services.
- 65302 (g) (9) allows cities to adopt a County Safety Element if adequate detail is provided to address city-level concerns.

Additionally, California Government Code Section 65302.15 was adopted through AB 747 (2019) and includes the requirement to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

1.3 Relationship to Other Elements

The hazards discussed in the Safety Element are related to other Elements of the General Plan, including Land Use, Circulation, Housing, Community Infrastructure and Services, and Conservation and Open Space and Water Resources. For instance, policies related to areas at risk of recurring flooding, dam failure, slope failure and wildfire are found in the Land Use and Conservation and Open Space Elements; policies associated with secondary access during an emergency are found in the Circulation Element; policies important to water resources are found in the Water Resources Element; and policies related to protecting critical facilities from hazardous threats are also found in the Community Infrastructure and Services Element. References to related policies are provided where appropriate within the Safety Element.

1.4 Napa County Operational Area Hazard Mitigation Plan

In 2020, the County of Napa adopted the Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) 2020 Update, prepared in cooperation with the Cities of American Canyon, Calistoga, St. Helena, and the Town of Yountville. The MJHMP includes a detailed assessment of prevalent hazards within the County, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents mitigation strategy and actions that work to achieve the greatest risk reduction based upon available resources. The risk assessments and for each hazard have been summarized and incorporated into this Element to serve as important background and context for the preparation of goals, policies and actions.

2.0 Existing Conditions

This section includes information for each prevalent hazard in Napa County. Each section includes a risk assessment, describes the County's capabilities to respond to each hazard, and summarizes the plans, policies, programs, and regulatory framework at the local, state and federal level in order to align proposed goals, policies and actions with existing planning and regulatory capabilities.

2.1 Agricultural Disaster

Napa County land is predominantly agricultural, famous for its grape vineyards and wine production. The County defines **agriculture** in Section 18.08.040 of the Napa County Municipal Code as the "raising of crops or livestock," and includes an extensive list of uses under this definition such as the production and processing of agricultural products, and related accessory uses. Preservation, conservation, economic prosperity, and sustainable management of agricultural lands is a priority for the County and the State. The California Department of Conservation designates several acres of Napa County farmland as Prime Farmland through its Farmland Mapping & Monitoring Program (FMMP). **Prime Farmland** is defined as land with the best physical and chemical characteristics for long-term agricultural production. There are also a number of unique and smaller parcels throughout the County that are designated as Farmland of Statewide Importance, Farmland of Local Importance, Unique Farmland and Grazing Land. **Figure 2.1-1** shows agricultural land uses in Napa County and **Figure 2.1-2** shows locations for prime farmland in the County.



Vineyard in Napa. Courtesy of Napa County.

Farmlands are sensitive to natural and **anthropogenic events** (i.e., environmental changes caused or influenced by people), including climate change, that pose threats to quantity, quality and timing of agricultural goods. **Agricultural disaster** refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts to agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated water bodies, land use changes, flooding, pandemic, pests, and wildfires. This section provides an overview of these threats to agriculture, vulnerabilities to agricultural disaster, and relevant policies and regulation for the prevention, mitigation and response to agricultural impacts. In regard to the preservation of agricultural land and recovery from natural hazards, please refer to the County's Agricultural Preservation and Land Use Element.

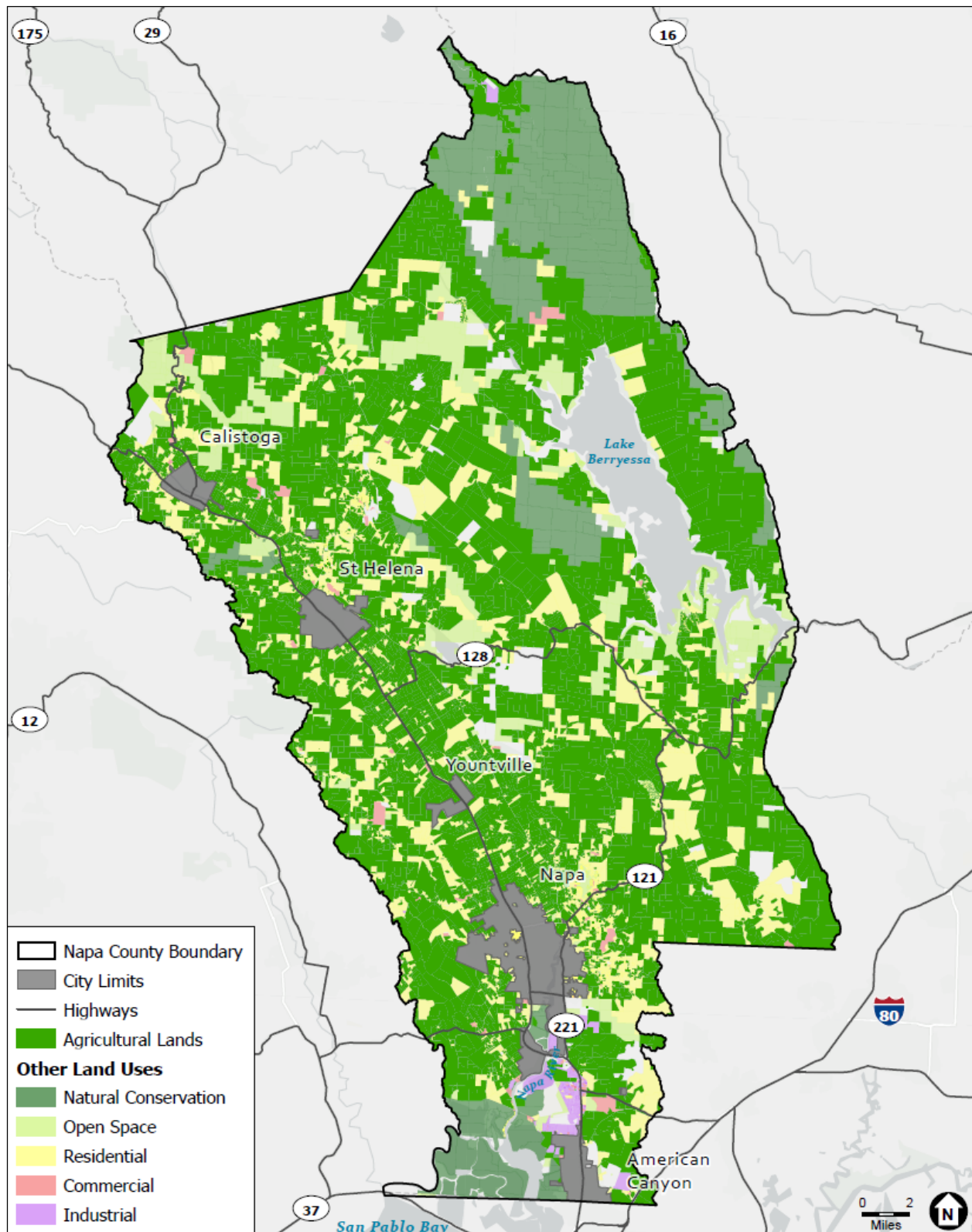


Figure 2.1-1
Napa County Agricultural Lands

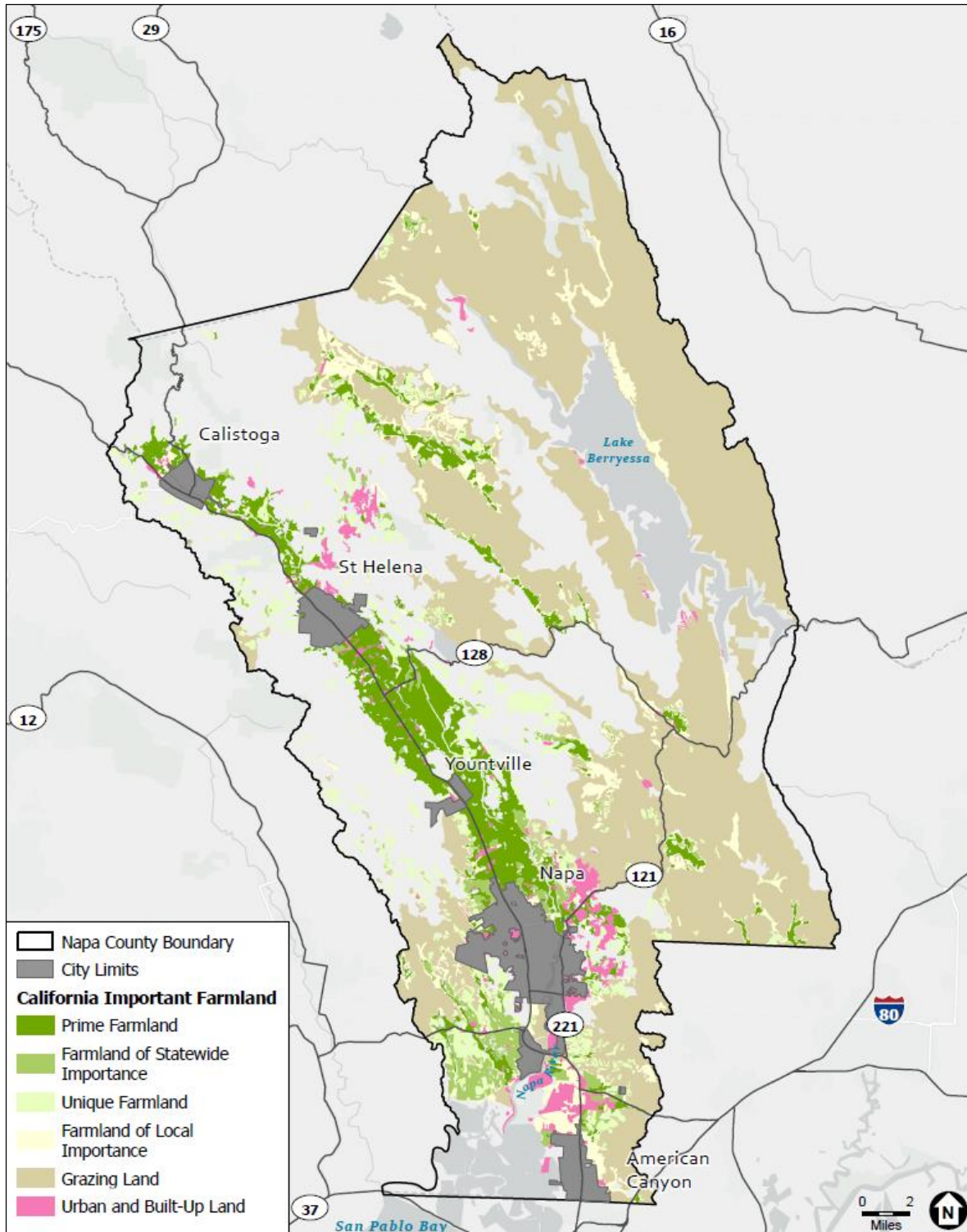


Figure 2.1-2
California Farmland Monitoring & Mapping
Designations in Napa County

Risk Assessment

In Napa County, the most prevalent threats to agriculture are due to agricultural pests, changing climate conditions, and wildfires. As climate change exacerbates environmental conditions, these threats will increase in severity and frequency on agricultural lands as well as on human populations.

Historic Data

The County's first agricultural industry was cattle, followed by dairy, horses, chicken, wheat, fruits, and orchards. Before the prominence of wine vineyards, prune orchards were the dominant crop in Napa County. The popularity of wine grapes began to grow in the 1890s, with approximately 16,000 acres of vines within the County by 1899. With the 1920 Prohibition, Napa grape production and wineries suffered, though some persisted with grape production marketed for nonalcoholic juice and sacramental wine. By the 1930s and following the end of Prohibition, grape vineyards exceeded prune orchards in land acreage. Napa County's wine industry became world-class in the late 1970s, following a wine tasting competition in France.

Historically, Napa County has been affected from severe drought events and pest infestations. The most recent five-year drought period from 2014-2017 saw much of the state in severe drought conditions due to unusually dry and warm climate, reduced snowpack and runoff, little precipitation, and increased temperatures. This resulted in water shortages to natural ecosystems, hydropower activities, drinking water supply, agriculture, and municipalities. Statewide, the drought affected biological and ecological resources, households and businesses, and resulted in economic losses.

Pest infestations from the Mediterranean fruit fly and glassy winged sharpshooters have threatened the entire Napa and California agricultural industry. In 1981, disasters were declared in several counties statewide due to an infestation of the Mediterranean fruit fly that threatened fruit and vegetable crops. According to the California Department of Agriculture, the Mediterranean fruit fly is considered the most important agricultural pest in the world. It has a wide range of hosts (fruits) that have significant gross value to the California economy. The fly affects crops by laying eggs in fruit, with larvae then feeding on fruit. This causes significant damage that makes the fruit unsuitable for consumption by humans.

The glassy winged sharpshooter poses threat to grape vineyards due to transmittal of **Pierce's disease**, a bacterium strain that damages plants by blocking their internal water-conducting structures (xylem).¹ In the late 1990s, Pierce's disease destroyed more than 1,000 acres of Northern California grapevines, resulting in \$30 million in damage.

Agricultural Pests

Agricultural lands are at risk from pests and diseases that can break down working lands and threaten public health. In California, there are a number of identified pests that are of concern to crops, vegetation, livestock and poultry, and humans, as listed in **Table 2.1-1**. A few species and diseases pose threats to all, such as the Red Imported Fire Ant, Bovine Spongiform Encephalopathy, and other zoonotic diseases.

Bovine Spongiform Encephalopathy, widely known as Mad Cow Disease, is a fatal disease that causes a neurological disorder in cattle. The disease results in decreased milk production, weight loss, and behavioral changes in cattle. **Zoonotic diseases** are illnesses caused by the transfer of germs between

¹ California Department of Agriculture

animals and humans. Common means of infection include direct or indirect contact, vector-borne transmission, foodborne transmission, or waterborne transmission.

TABLE 2.1-1. CALIFORNIA PESTS AND DISEASES

Dangers from California Pests and Diseases	
Agricultural crops and plants	
Caribbean fruit fly, European grapevine moth, guava fruit fly, gypsy moth, Japanese beetle, Mediterranean fruit fly, melon fruit fly, Mexican fruit fly, olive fruit fly, oriental fruit fly, bark beetle, viny mealybug, Asian citrus psyllid/-Huanglong Bing (HLB) disease, glassywinged sharp shooter/Pierce's Disease	
Livestock / Poultry	
Foot and mouth disease, highly pathogenic avian influenzas (H5 and H7), Exotic Newcastle Disease	
Trees	
Polyphagous shot hole borers, bark beetle, gold spotted oak borer, sudden oak death (<i>Phythora ramorum</i>), pitch canker, emerald ash borer, Asian longhorn beetle	
Humans	
Africanized honeybee, mosquito	
SOURCE: California State Hazard Mitigation Plan, 2018.	

Changing Climate

Climate conditions have the potential to impact agricultural lands. Severe cold and heat can impact the health of natural systems, agricultural production, exacerbate flooding and wildfire hazards, and increase pests. Climate conditions are also likely to increase potential for severe drought and reduce precipitation levels, which will decrease the amount of water resources available for agriculture use. This will have impacts to the health of farms and agricultural production. Napa County is expected to see an increase in local and regional temperatures, resulting in hotter and drier conditions over a long period of time (refer to section 2.2: Climate Change Impacts and Adaptation). This means less precipitation and extended heat duration annually, providing for potentially more suitable environments for pests and invasive species and affecting agricultural production. Additionally, more intense conditions are expected during the wet season. Flooding events can impact fields for crops through inundation, soil displacement, erosion, and sediment deposition. Erosion can significantly alter soil conditions and remove valuable nutrients and topsoil for crops. Flooding events can also pollute water sources used for agriculture.

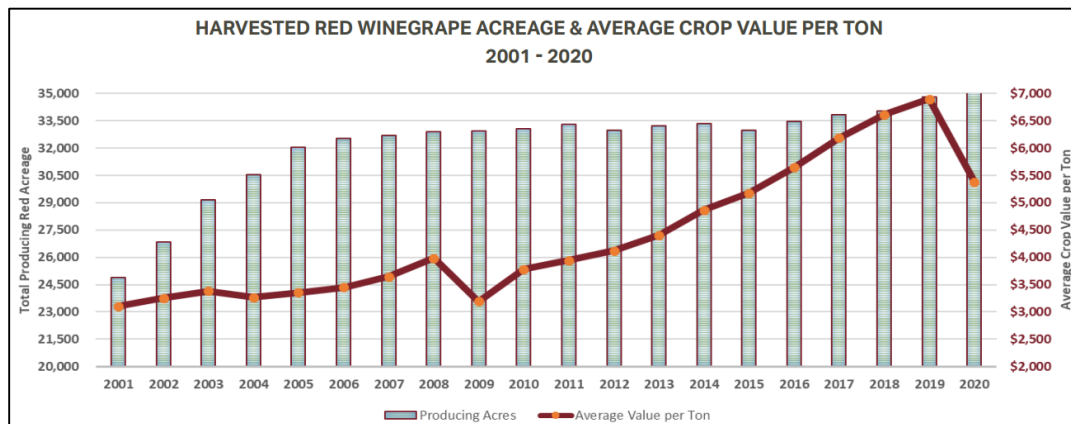
Land Use Changes

Increasing developmental pressure in Napa County is an ongoing challenge to the preservation of open and working lands. The need for affordable housing, supporting industrial, economic development and growth from urban cities can threaten the size and productivity of working lands. Policies within the General Plan encourage urban-centered growth without compromising agricultural lands.

Pandemic

The global COVID-19 pandemic significantly impacted farm workers and crop production in Napa County, and contributed to greater impacts to lands affected by wildfires. Total production of wine grapes decreased by approximately 60,000 tons from 2019 to 2020, and the value of wine grapes decreased by

approximately half.² Other goods, including fruits, nuts, olives and nursery crops also saw decreased production and value in 2020. This was due to industry closures, COVID-19 restrictions, and wildfires.



Trend graph showing the change in value of red wine grapes from 2001 to 2020. Courtesy of Napa County Agricultural Commissioner's Office.

Water

Agricultural lands in Napa County depend primarily on groundwater, some recycled water, and some surface water from the Napa River system and the State Water Project. In 2020, 81% of agricultural water use came from groundwater sources, while 16% came from surface water and 3% came from recycled water.³ Water resources are critical to the continued production and safety of agricultural lands and workers. Over time as climate change conditions affect groundwater recharge and reduce reliability of surface water, demand may increase on other sources of water supply. In addition to climate change impacts to water resources, contaminated water bodies and flooding hazards can also affect Napa's agricultural lands (refer to Section 2.5: Flooding for additional information on countywide impacts from flooding hazards and section 2.4: Drought for water supply conditions and hazards). Reductions in the amount of water or decline in the quality of water for agricultural use can impact agricultural production, economy, and health. The Napa River and its 47 tributaries experience pollution from run-off fertilizers and sediment deposits, which affect water supply, water quality, and aquatic life and habitat.

Wildfire

Wildfires can lead to severe damage and death of livestock and crops, and threaten the safety of agricultural employees. The majority of Napa County agricultural land lies within identified "Moderate" to "Very High" Fire Hazard Severity Zones. As shown in **Figure 2.1-3**. These are areas with physical conditions, such as slope, weather, and fuel, that increase likelihood for fires to occur. Wildfire is identified as both a cause, and secondary hazard, of agriculture disaster. Hotter and drier climates and pests can fatally impact crops, leaving dry or dead vegetation that presents favorable conditions for the start and growth of wildfires. Napa County cattle production saw a decline in 2020 due to the LNU Lighting Complex Fire and the Glass Fire, which forced evacuations of cattle and resulted in loss of rangeland⁴. Refer to Section 2.11 for general information on Wildfire Hazards.

² Napa County Agricultural Crop Report, 2020

³ Napa County Groundwater Sustainability Agency, *Annual Report – Water Year 2020*

⁴ Napa County Agricultural Commissioner's Office, *2020 Napa County Agricultural Crop Report*

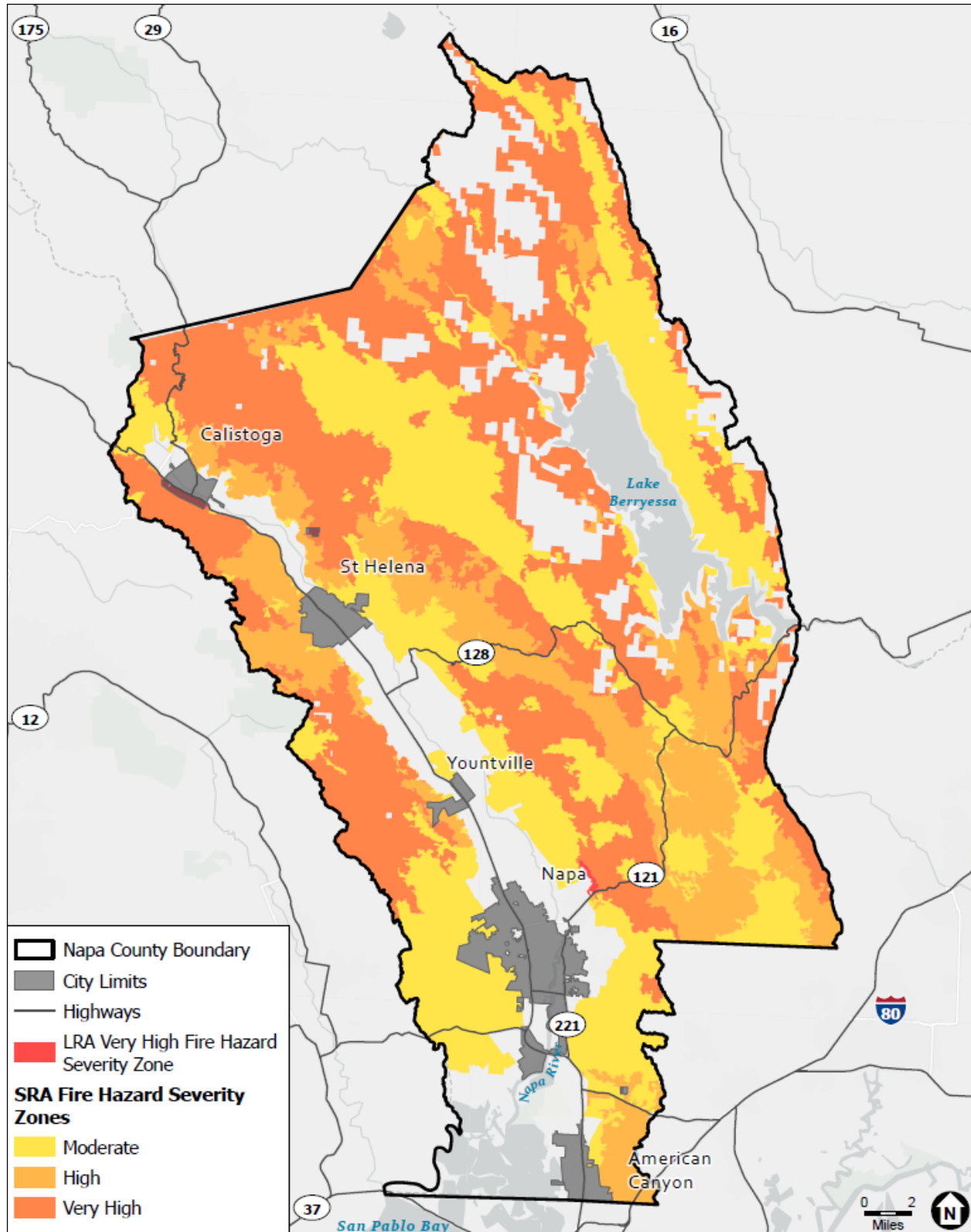
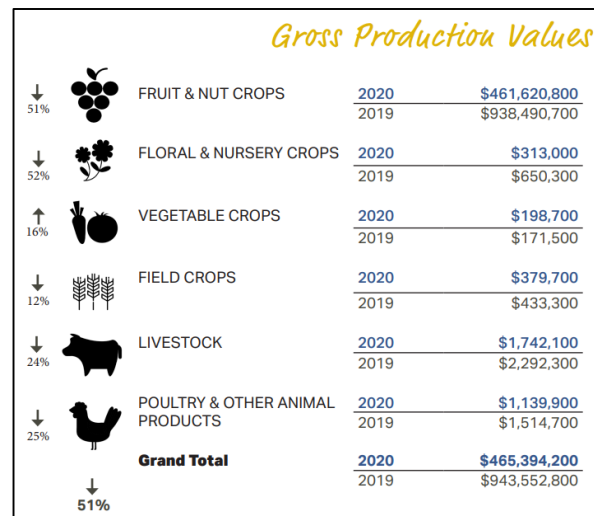


Figure 2.1-3
Fire Hazard Severity Zones

Vulnerability Assessment

Population and Economy

All humans are also vulnerable to agricultural disaster from pests, particularly mosquito and bee species that transmit disease. Population groups that face the highest threat to agricultural disaster are those that work directly within the agriculture industry. Agricultural disasters can significantly affect the economy, employment of farmworkers, and families of employed farm workers. Economic loss occurs from agricultural disaster due to disruption or damage to production, leading to shortages or damages of goods. Impacts to agriculture can affect all people at local, state and national levels as Napa produces and distributes goods all over the nation. According to the Napa County Agriculture Commissioner's Office, the wine industry provides more than \$9.4 billion locally and \$34 billion nationally. The wine industry also provides approximately 44,000 jobs Countywide and almost 190,000 nationally.



Loss of Napa County agriculture production value from 2019 to 2020. Courtesy of Napa County Agricultural Commissioner's Office.

Critical Facilities, Infrastructure and Community Amenities

Napa County critical facilities are not directly affected by agricultural disasters. However, there is potential for indirect impacts from secondary hazards. Specific to agriculture, critical facilities include industrial facilities involved in the processing and distribution of agricultural goods. Similarly, infrastructure, including those that support agriculture, are not at risk from agricultural disaster.

County Capacity to Respond to Hazards

Agricultural lands face numerous threats from pests and climate hazards. The County collaborates with state departments and other organizations to prevent and mitigate for agricultural impacts. Most recently in June 2020, the County approved a new policy relating to bird control to mitigate damage to commercial crops.⁵ Pests can impact all areas of agriculture, from farming to employment and economic gains. Prevention and mitigation of agricultural impacts, particularly from pests, is done through collaboration of various jurisdictions at local, regional and state levels. Sustainable agriculture management is also prioritized for quality production of goods and safety of the environment.

Napa County

Agricultural Commissioner's Office (Commissioner's Office)

The Agricultural Commissioner's Office is charged with the protection of County agriculture, including its environmental conditions and public health and safety as it relates to agriculture. The Commissioner's Office implements several programs to achieve these goals. The County provides insect collection and

⁵ Napa County Accepted Customs and Standards for Propane Cannons

identification services for commercial agriculture and residential garden settings. The County's Sentinel Trapping Program monitors and detects specific pests known to pose significant threats to the wine grape industry, such as the Grape Berry Moth, European Grape Moth, and Grape Tortrix Moth. The Sentinel Trapping Program focuses on pests that don't generally occur in California or may occur in very limited quantities. The program works to detect early presence of these pests to minimize potential impacts. The Commissioner's Office also administers the General Trapping Program, to detect the presence of pests within the County. This is done by placing traps that attract specific pests. The Commissioner's Office also provides educational materials on agricultural threats and disaster, and conducts inspections for vegetation that enters the county.

Winegrape Pest and Disease Control District (District)

The District supports the detection, prevention and education of agricultural diseases in Napa County. The majority of this work is focused on the prevention and mitigation of Pierce's disease, which affects grapevines and is caused by the glassy-winged sharpshooter. The District also provides funding for projects to reduce impacts to farmers and the economy.

Napa County Mosquito Abatement District

The Napa County Mosquito Abatement District serves as a resource to the County for the identification of agricultural pests and invasive species, including mosquitos, wasps, flies, ticks, and other insects. Potential pest sightings can be submitted for identification.

The California Conservation Corps

The California Natural Resources Agency manages the California Conservation Corps Program which works with local and state agencies to mitigate and respond to impacts on the environment, including agriculture-related emergencies. The CCC provides services such as invasive species removal, watershed restoration, and re-forestry, all of which support the health of agricultural lands.

California Land Stewardship Institute

The California Land Stewardship Institute (CLSI) is a non-profit organization located in Napa County that provides programs for farmers dedicated to environmental stewardship, enhancement, and restoration. CLSI operates the Fish Friendly Farming (FFF) Certification Program, a sustainability program that recognizes agricultural properties for responsible management towards habitat restoration and improved water quality. Farmers receive access to information and resources on agricultural management, including soil erosion and water quality degradation. Fish friendly Farming sites that are certified through the program achieve compliance with Total Maximum Daily Load (TMDL) regulations that are part of state and federal water quality laws. Certified farms are organized into groups by watershed or drainage area. Several farms within Napa County are certified under the FFF program, with many focused mostly along the Napa River watershed.

Napa Green

Napa Green Land offers third-party certification program for agricultural businesses dedicated to environmental stewardship and climate action in Napa County. The organization promotes green business standards with the goal of contributing to county climate action, reducing greenhouse gas emissions from

the agricultural sector, and improving Napa watersheds. Two program certifications are offered through Napa Green. Napa Green Vineyard certification is for businesses striving for resilient, carbon-neutral vineyards with standards implemented for forest preservation, strict pesticide regulation, water efficiency practices and carbon farming practices. Napa Green Winery certification offers soil and bottle certification for businesses that are energy efficient, prevent waste, practice environmentally-friendly purchasing, and reduce greenhouse gas emissions. These programs encourage sustainable management of working lands and increase resilience to agricultural disasters.

Policies, Plans, and Regulatory Environment

Napa County General Plan

The County addresses agricultural disaster policies within the Agricultural Preservation and Land Use Element of the General Plan. Within the Safety Element, agricultural land is addressed as it relates to the health of forestry and water resources, and its relation to flooding and wildfire hazards. communities.

Napa County MJHMP

Agricultural Disaster is addressed in the County’s MJHMP with descriptions of pests, diseases, and weather events that threaten agriculture. Mitigation actions within the MJHMP that address agricultural disaster include:

- **NC-56-2020:** Allow disaster management issues within the agricultural sector to be addressed at more localized levels.
- **NC-57-2020:** Offer agricultural disaster training and networking opportunities for farmers and ag regulatory agencies.
- **NC-32-2020:** Develop a “Natural Hazard Awareness Week” campaign and conduct corresponding outreach to the community and all interested parties. Activities will focus on flooding and other natural hazards, including associated hazard functions, governing laws/regulations, mitigation strategies and precautions. Outreach will also be conducted throughout the year, wherever possible.
- **SH-12-2020:** Provide hazard mitigation information (e.g. ways to reduce risk) to first responders living within hazard-prone areas.
- **NC-27-2020:** Support risk assessments in relation to warmer climate on the agriculture and wine industries.
- **AC-02-2020:** Require mandatory water conservation measures during drought emergencies.
- **CL-09-2020:** Augment City water supply systems with supply contingency projects for Drought years, such as increasing water supply and treatment capacity of Kimball Reservoir. Contingency planning/projects will include provisions for ag sector.
- **NC-39-2020:** Relocate farmwork centers from flood risk areas.
- **NC-45-2020:** Complete vegetation management projects as prescribed in CWPPs.

California Department of Food and Agriculture (CDFA)

The CDFA is charged with the protection and promotion of state agriculture, in addition to monitoring of invasive species, diseases, and ensuring food safety. The CDFA coordinates with local and regional

jurisdictions for agricultural management. There are six divisions within the CDFA that provide oversight and regulatory tasks: Animal Health and Food Safety Services, Fairs and Expositions, Inspection Services, Marketing Services, Measurement Standards, and Plant Health and Pest Prevention Services. Through these divisions the CDFA manages several programs targeted towards the health and safety of animals, vegetation, and food. General responsibilities include:

- Oversee safety of poultry and livestock;
- Detect and eradicate agricultural pests and diseases;
- Inspect and analyze agricultural products for safety standards;
- Promote California agriculture; and
- Enforce quality standards for agricultural goods.

Invasive Species Council of California

The state established the ISCC to lead in detection and response to invasive species, in collaboration with local and state agencies. The ISCC also manages educational campaigns on the spread of invasive species and identifies policies for the protection against invasive species. Through its California Invasive Species Advisory Committee, the ISCC:

- Identifies and keeps a list of invasive species;
- Manages a system for reporting and referral of invasive species sightings and outbreaks;
- Provides education and outreach activities;
- Provides best management practices; and
- Prepares a statewide Invasive Species Action Plan and Rapid Response Plan.

California Farmland Mapping & Monitoring Program (FMMP)

The California Department of Conservation (DOC) FMMP provides data and spatial analysis to support analysis of the state's agricultural resources. The FMMP identifies important farmland classifications based on environmental features. Based on the FMMP, several land areas within Napa County are designated as Prime Farmland, defined as land with the best physical and chemical characteristics for long-term agricultural production. The state encourages preservation of important farmlands and open space areas.

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2.2 Climate Change and Adaptation

Climate change is defined as the significant and lasting alteration of global temperatures and weather patterns over a long period of time, caused by natural and **anthropogenic activity** (i.e., influenced by people, either directly or indirectly). There is scientific consensus that anthropogenic greenhouse gas (GHG) emissions are the primary cause of global climate change. Human activities of agriculture, land use changes, and burning of fossil fuels have contributed significantly to atmospheric concentrations of GHG emissions. Over time, increased GHG emissions into the Earth's atmosphere have changed the climate worldwide, resulting in a warmer atmosphere and ocean, diminished snow and ice, changing precipitation patterns, and sea level rise. Climate change has the potential to impact natural and human systems including food production, water availability, public health, economic prosperity, ecosystem biodiversity and beyond.

Climate adaptation refers to the actions that help natural and human systems to withstand climate impacts. The goal of climate adaptation is to reduce the impact from current and future conditions, reduce vulnerabilities in our systems, and increase long-term resilience. This means adjusting human behavior and systems.

Climate conditions and hazards are expected to worsen over time. Climate hazards include flooding, heat events, worsening air quality, wildfires, sea level rise, intensified droughts, and more. Napa County, due to its geographic location and environmental conditions, is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires.

This section focuses on climate change hazards of air pollution, climate conditions, and sea level rise. Please refer to other sections of the Safety Plan for Drought, Flooding, Severe Weather and Wildfire Hazards.

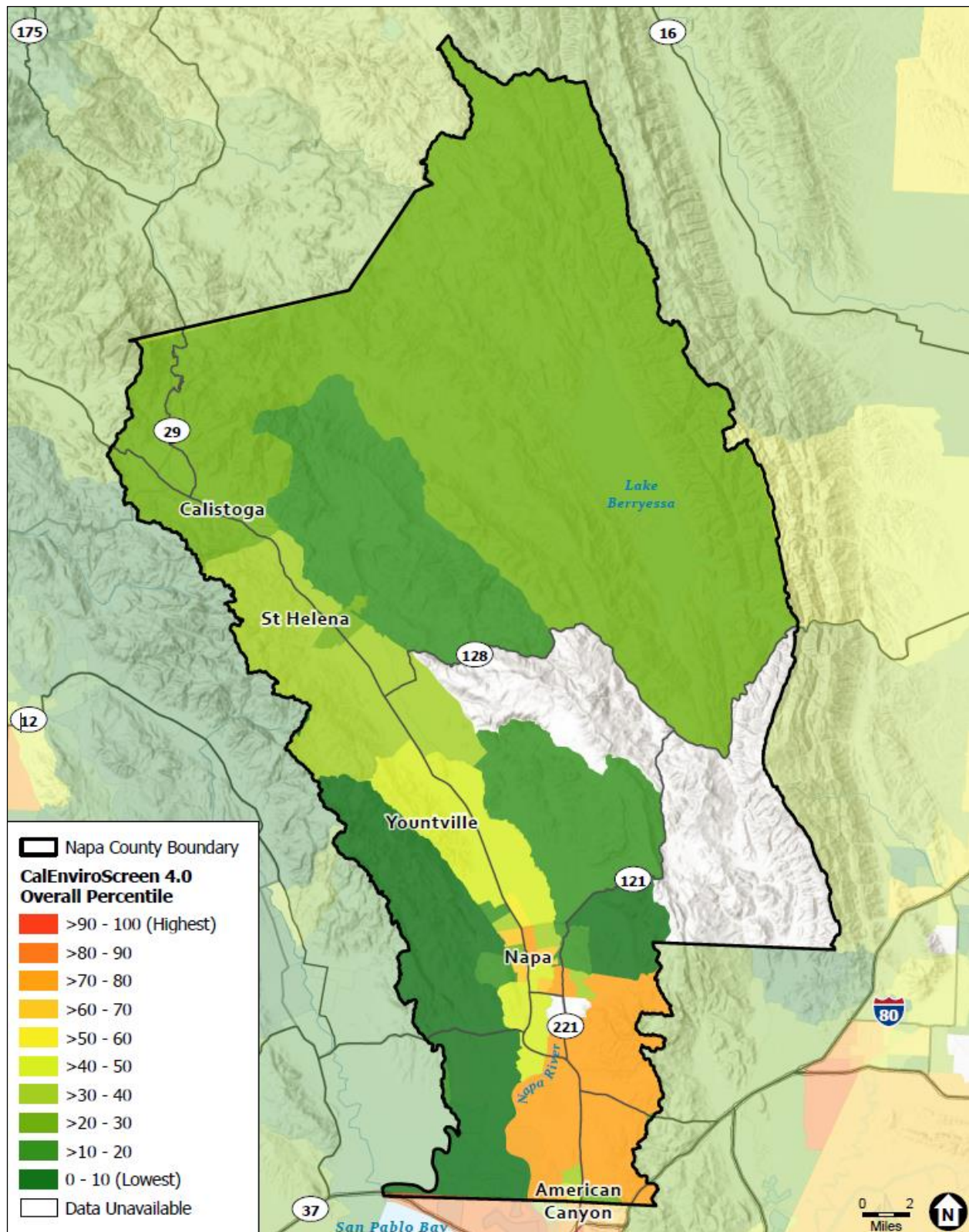
Risk Assessment

Local Conditions

Air Quality

According to the California Environmental Health Screening Tool (CalEnviroScreen) 4.0, the majority of Napa County, with the exception of southeastern portions of the County, presents relatively healthy conditions as it relates to air quality to the rest of the state. **Figure 2.2-1** shows the CalEnviroScreen map for Napa County. The southeast area of Napa County is shown as an area of concern, within the top-most percentile range for pollution burden (74-100%) meaning the area experiences greater vulnerability and burden from pollution than other census tracts statewide. Based on individual indicators, Napa County faces environmental burden from toxic pesticides used, toxic release sites, groundwater pollution, hazardous waste generators and facilities, impaired water bodies, and solid waste sites and facilities.

Regional air pollutants of ozone and fine particulate matter (PM 2.5) are of greatest concern to the County. Napa County's valley environment makes the area particularly susceptible to retention of pollution. Generally, agriculture activity, industrial operations, and truck traffic are the largest contributors to pollution. Increased population and anthropogenic activity will worsen greenhouse gas emissions and air quality conditions.



Extreme Weather / Extreme Temperatures

The increase in human-generated GHG emissions into the atmosphere causes short- and long-term changes in the Earth's climate system. Global average temperatures are warming due to climate change, which will lead to changes in the frequency, duration and intensity of climate events, particularly extreme heat. The State defines **extreme weather** as highly unusual conditions and events than historically recorded. Napa County, in addition to the rest of the state, is expected to experience hotter temperatures and increased heat wave events. In Napa County, average temperatures are expected to increase by 4-6 degrees Fahrenheit by the end of the century. **Figure 2.2-2** shows historical and projected temperature increase in California from 1961 to 2099. In contrast, precipitation levels are expected to decline, with a decrease of 4-5 inches in annual rainfall by 2100. Refer to Section 2.9: Severe Weather for additional details on weather hazards in Napa County.

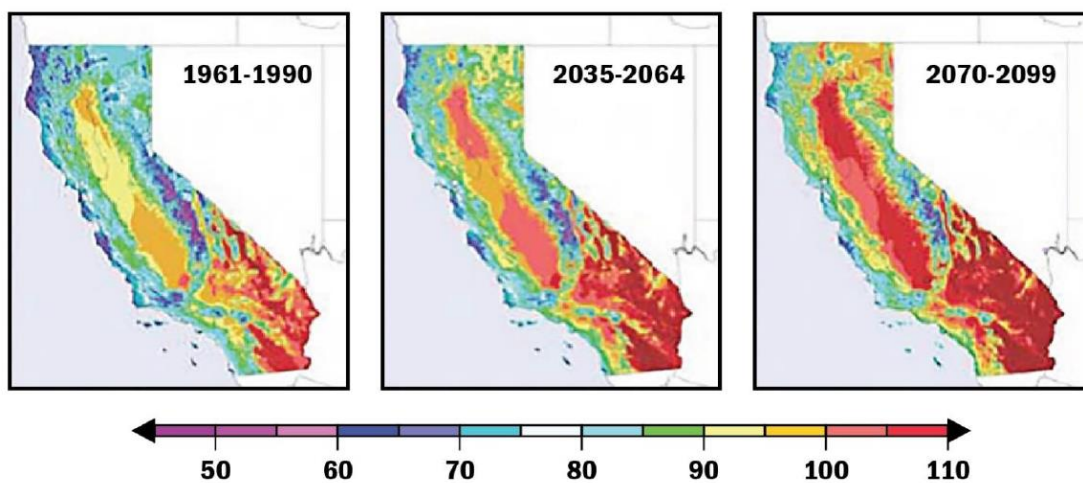


Figure 2.2-2
California Historical and Projected Temperature Increase

Sea Level Rise

Sea level rise poses a risk to southern Napa County, within the northern Bay Area. Sea level rise is the direct result of warming temperatures and subsequent melting of the earth's ice caps. Climate science projects sea level rise up to 55 inches by 2100, threatening coastal resources and communities.

Figure 2.2-3 shows the potential rise in sea levels in southern Napa County.”.

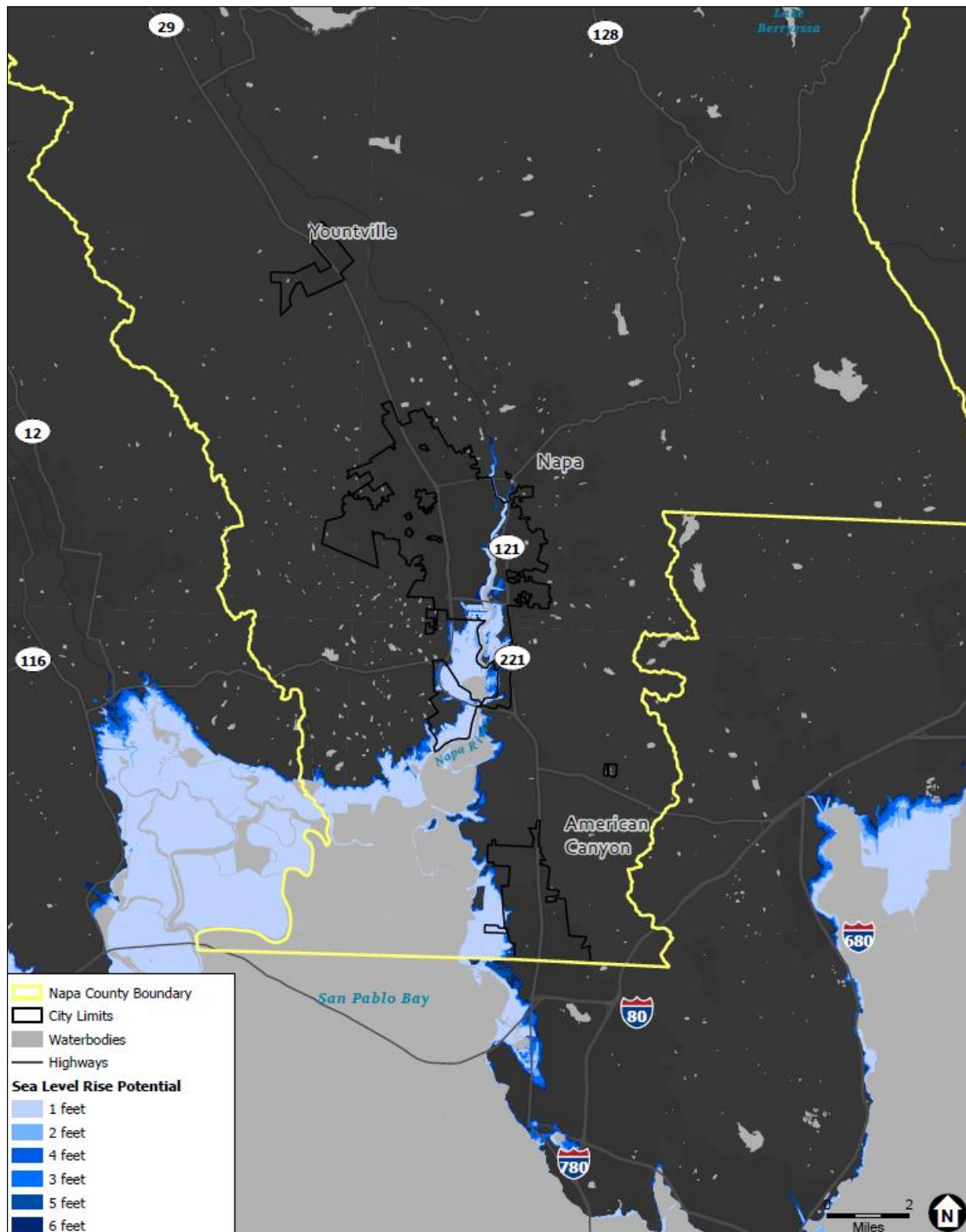


Figure 2.2-3
Projected Sea Level Rise Scenarios (2030, 2050, 2100)

Historic Data

Climate policy and regulation in the United States kicked off with the establishment of the United States Environmental Protection Agency (EPA) and national health-based standards for air quality pollutants, including toxic air contaminants and criteria pollutants, in 1971. The Bay Area, including Napa County, saw its worst year for air quality in 1969, after recording 65 days in exceedance of national ozone standards. The 1970s were instrumental in forming climate and air quality regulations that limited and protected against organic compounds, hydrocarbons, carbon monoxide and more. Over time, science details unusual patterns in climate conditions, sea level rise, and natural hazard events, and projects future hazards that will impact all areas of the environment.

Vulnerability Assessment

Populations experiencing vulnerable conditions are most at risk from climate change. Factors that increase vulnerability are income, race, linguistic isolation, access to healthcare, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, many of which are low-income, agricultural workers and non-English speakers. This places them at high risk of experiencing climate change impacts and experiencing long-term effects of hazards.

Critical infrastructure, such as roadways, hospitals, schools and emergency facilities are at risk from climate change impacts, particularly sea level rise, flooding and wildfires. Important utility facilities, including Napa Sanitation District Water Treatment Plant and American Canyon Plant are also at risk, mostly from sea level rise as these are located in southern Napa County, within sea level rise and 100-year flood event hazard areas. Much of Napa County lies within identified fire hazard severity zones (see Section 2.11: Wildfires). While not infrastructure, agricultural lands are at high risk from all climate change hazards (see Section 2.1: Agricultural Disaster).

Secondary Hazards

All people and environments will feel the effects of climate change. Climate change will exacerbate the duration, intensity, and frequency of extreme weather and other secondary, natural hazards. These include:

- Drought
- Flooding
- Wildfire
- Extreme heat
- Increased precipitation
- Snowpack decline

County Capacity to Respond to Hazards

Climate Action Plan

Napa County's 2019 Draft Climate Action Plan is in development to address climate change impacts and reduce greenhouse gas emissions. The CAP identifies sector-based strategies and measures that can be implemented to reduce emissions and increase community capacity to adapt to climate change. The CAP

also provides a set of actions that comprise the implementation strategy, with potential funding sources, monitoring program, and CEQA streamlining. **Table 2.2-1** shows Napa County’s 2014 Greenhouse Gas inventory that identifies the County’s major contributing emission sources.

TABLE 2.2-1. NAPA COUNTY 2014 GREENHOUSE GAS INVENTORY

Sectors	Percentage of Total Emissions	Emissions (MTCO ₂ e/year)
Building Energy Use	31%	148,338
On-Road Transportation	26%	125,711
Solid Waste	17%	83,086
Agriculture	11%	52,198
Off-Road Transportation	9%	42,508
High GWP Gases	3%	13,481
Wastewater	2%	11,189
Land Use changes	1%	7,684
Imported Water Conveyance	<1%	88
Total		484,283

SOURCE: Napa County Climate Action Plan EIR, 2019.

Bay Area Air Quality Management District (BAAQMD)

The BAAQMD is a public health agency comprised of the jurisdictions within the Bay Area, including Napa County. The Air District works to monitor air pollution and implement plans to meet national and state emission standards. The Air District also provides informational materials and alerts regarding air quality conditions and public health concerns. With increasing concerns of climate change, the Air District prioritizes emissions reductions from mobile sources, land use planning, innovative technology, and policy development.

Policies, Plans, and Regulatory Environment

Napa County General Plan

In response to climate change, *Climate Protection and Sustainable Practices for Environmental Health Goals and Policies* are identified in the Conservation Element of the Napa County General Plan. Further, there are existing policies within the 2009 Safety Element that address hazards related to climate change and speak to the protection and resiliency of the community.

Napa County MJHMP

Climate change is addressed in detail the County’s MJHMP with descriptions of hazards, impacts, and mitigation policies:

- **CL-14-2020:** Develop microgrids to provide emergency power during natural disasters.
- **NC-11-2020:** Construct/Install back up power generators for fire stations, pump houses, emergency shelters and cooling centers.

- **SH-06-2020:** Inform residents and tourists of shelter locations and evacuation routes and procedures for storing or taking valued items before large scale evacuations.
- **SH-12-2020:** Provide hazard mitigation information (e.g. ways to reduce risk) to first responders living within hazard-prone areas.
- **AC-04-2020:** Plan for and construct sea level rise protection for American Canyon Critical Infrastructure such as Public Works Yard, Sewer Treatment Plant, and Pump Station.
- **CL-08-2020:** Map and identify locations and implement fuel reduction projects in high risk areas in the City such as the areas west of Highway 128.
- **NC-20-2020:** Support ongoing analysis of sea-level rise data.
- **NC-21-2020:** Create a comprehensive outreach strategy that informs residents in potentially affected areas of County efforts to protect and increase community resiliency to sea-level rise.
- **NC-24-2020:** Construct or identify existing locations for cooling centers near farmworker populations.
- **NC-25-2020:** Develop air conditioning replacement/reimbursement program for low income and elderly residents.
- **NC-27-2020:** Support risk assessments in relation to warmer climate on the agriculture and wine industries.
- **NC-28-2020:** Construct and develop alternative water supplies to augment single sources of water delivery.
- **NC-29-2020:** Construct rainwater catchment systems to recharge groundwater in government ROWs
- **CL-07-2020:** Identify schools that have been designated as emergency shelters by the Red Cross within City Limits and ensure they have sufficient back up power generators.
- **NC-12-2020:** Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.
- **NC-15-2020:** Procure backup generators in the event that public meeting spaces such as community centers or town halls will be used as Emergency Command Centers. Perform regular maintenance on generators at water treatment plants.
- **CL-03-2013:** Retrofit Critical Public Safety Infrastructure.
- **NC-07-2013:** Retrofit critical public safety infrastructure with fire resistant materials and or create defensible space around structures.
- **YV-05-2020:** Work with local agencies to develop evacuation plans and provide education and outreach to populations vulnerable to wildfire.
- **HM-02-2020:** Construct/Install back up power generators or alternative communication systems to mitigate the potential for power outages or loss of cell service during emergencies.
- **HM-05-2020:** Develop alternate access and evacuation routes to ensure critical facilities are accessible during emergencies.

U.S. Federal Emergency Management Agency

The U.S. Federal Emergency Management Agency (FEMA) provides disaster response and preparedness across the country for a number of hazards, including flooding. According to FEMA flood maps, the

majority of Napa County is classified within areas of minimal flood hazards (See Section 2.5, Flooding). There are a few County areas to the south identified as Base Floodplain Elevation, which is the area that may experience elevation of surface water from the 1% annual chance flood. Climate change may potentially worsen conditions related to increased precipitation and snowpack melting, and affect the area and intensity or frequency of flood potential.

California Office of Emergency Services

The state addresses climate action and the need for greenhouse gas emissions reductions through the California Adaptation Planning Guide (APG). The Guide provides best practices, tools and current science to support jurisdictions in climate adaptation efforts. The state also prepares a Safeguarding California Plan: California's Climate Adaptation Strategy, that serves as a roadmap for state agencies to address climate change impacts.

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2.3 Dam Failure

Dam failures in the United States typically occur in one of four ways (Association of State Dam Safety Officials, 2021):

- **Overtopping** of the primary dam structure, which accounts for 34 percent of all dam failures, can occur due to inadequate spillway design, settlement of the dam crest, blockage of spillways, and other factors.
- **Foundation defects** due to differential settlement, slides, slope instability, uplift pressures, and foundation seepage can also cause dam failure. These account for 30 percent of all dam failures.
- **Failure due to piping and erosion** accounts for 20 percent of all failures. These are caused by internal erosion due to piping and seepage, erosion along hydraulic structures such as spillways, erosion due to animal burrows, and cracks in the dam structure.
- **Failure due to problems with conduits and valves**, typically caused by the piping of embankment material into conduits through joints or cracks, constitutes 10 percent of all failures.



Monticello Dam – Napa County, CA



Oroville Dam Failure - Courtesy of Los Angeles Times

The most recent concerning dam failure in California was the 2017 collapse of a spillway on the Oroville Dam in Butte County, California after heavy snowmelt delivered a surge of runoff to Feather River and Lake Oroville. As a result of the February 2017 incident, failures in the spillways of Oroville Dam forced the evacuation of 188,000 people and caused \$1 billion in damage repairs (Monroe, 2020). Ultimately, an independent analysis concluded that poor design and construction and inadequate state oversight contributed to the collapse of the concrete spillway. (Water Education Foundation, 2020)

As the consequences of dam failure in Napa County have the potential to have widespread effects, this hazard has been considered in the analysis for this Safety Element.

Types of Dams

The United States Society on Dams (USSD) identifies twelve different types of dams that are commonly found in the built environment. The MJHMP identifies two major types of dams that can be found in Napa County:

- **Earthen Dam:** Also known as earthfill dams, earthen dams are made up mostly of compacted earth material generally smaller than 3-inches in size. Oroville Dam, pictured right, is one example of an earthen dam.
- **Concrete Gravity Dam:** A dam constructed of concrete and/or masonry which relies on its weight and internal strength for stability. Lake Shasta Dam is one example of a large concrete gravity dam.



Risk Assessment

Dam Failure Vulnerability Analysis

According to California Department of Water Resources Division of Dam Safety, there are 57 dams across Napa County. Dams in Napa County are owned by a mixture of public utility districts, public agencies, water agencies, and private entities. The primary danger associated with dam failure is high velocity flooding downstream of the dams and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir perimeter, bank erosion on the rivers, and destruction of downstream habitat. **Figure 2.3-1** shows inundation zones for the dams in Napa County. Areas of the County most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure. Per the MJHMP, the chances of a dam failure in Napa County are low, but the consequences if dam failure were to occur are quite severe.

Warning Time

Warning time for dam failure depends on the cause of failure. For example, in an event of extreme precipitation or massive snowmelt, evacuations can be planned with sufficient time. On the other hand, in the event of a structural failure, there may be no warning time. Jurisdictions and private dam owners are required to have established protocols in their emergency operations plans (EOPs) for warning and response to imminent dam failure.

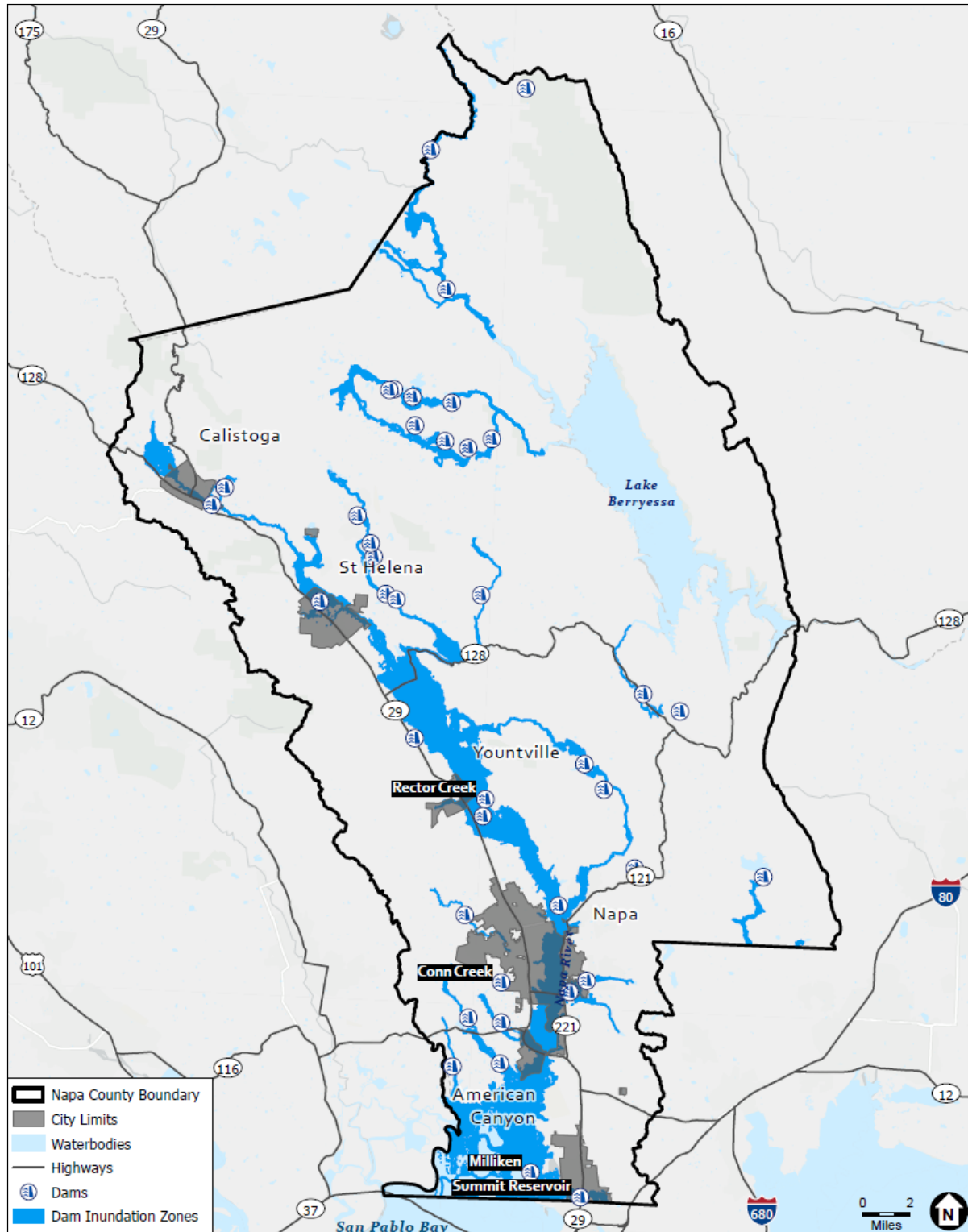


Figure 2.3-1. Napa County Dam Inundation Zones

MJHMP FIGURE 4-52 NAPA COUNTY DAM INUNDATION MAP

Population

In the event of dam failure and subsequent flooding, vulnerable populations are all populations downstream from dam failures that are incapable of escaping the area within the allowable time frame. This population includes the elderly and young who may be unable to get themselves out of the inundation area. The vulnerable population also includes those who would not have adequate warning from a television, radio emergency warning system, have not registered with reverse 911, or do not have cell phones that can receive amber alerts. The potential for loss of life is affected by the capacity and number of evacuation routes available to populations living in areas of potential inundation. The entire population in a dam failure inundation zone is exposed to the risk of a dam failure.

Approximately 12% of the total population in Napa County lives within mapped dam inundation zones. The estimated population exposed to dam inundation is summarized in **Figure 2.3-2**. It is important to note that this exposure summary includes all dam inundation areas across Napa County. However, the greatest population exposed to dam failures are residents living in proximity to Milliken Dam, Conn Dam, and Rector Creek Dam.

Vulnerable Development, Critical Facilities, and Infrastructure

Per OPR Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities. Low-lying areas are vulnerable to dam inundation, especially transportation routes. This includes all roads, railroads, and bridges in the flow path of water.

According to the Napa County MJHMP, approximately 431 of the planning area’s critical facilities and infrastructure are in a mapped dam inundation area (Napa County Office of Emergency Services, 2020). These are illustrated in **Figure 2.3-1** and **Figure 2.3-2** below.

The total parcel values at risk from dam inundation in unincorporated Napa County is over 2.5 billion dollars (Napa County Office of Emergency Services, 2020).

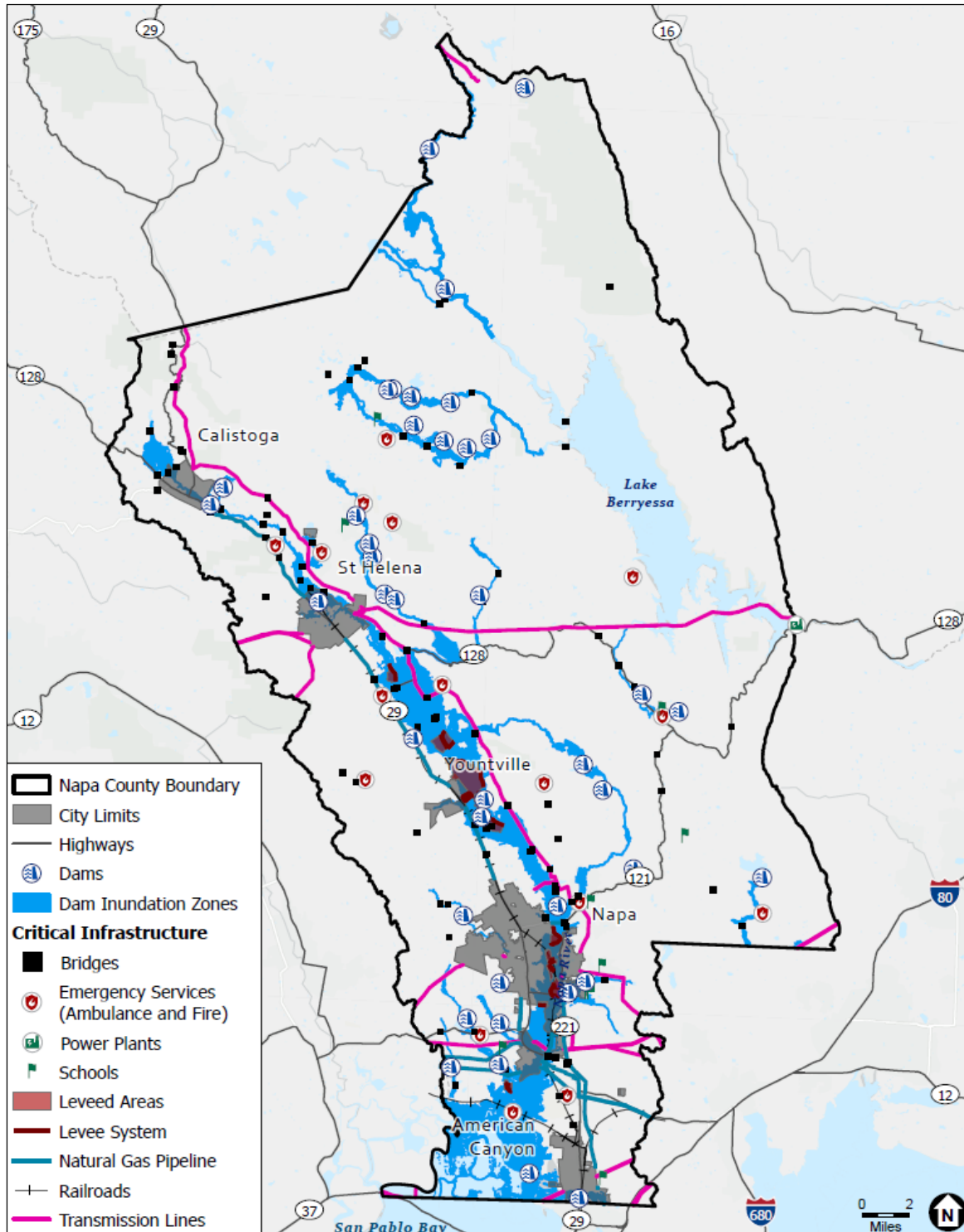


Figure 2.3-2. Napa County Dam Failure Vulnerability Snapshot

MJHMP FIGURE 4-54

Plans, Policies, Programs, and Regulatory Environment

Poor construction, lack of maintenance and repair, and deficient operational procedures are preventable or correctable through regular inspections by regulatory agencies and programmatic and policy actions, as detailed below.

U.S. Army Corps of Engineers Dam Safety Program

The U.S. Army Corps of Engineers (“Corps”) is responsible for safety inspections of some federal and nonfederal dams in the United States that meet the size and storage limitations specified in the National Dam Safety Act. The Corps has inventoried such dams and surveyed each state and federal agency’s capabilities, practices, and regulations regarding design, construction, operation, and maintenance of the dams. The Corps develops guidelines for inspection and evaluation of dam safety.

California Division of Safety of Dams

California’s Division of Safety of Dams, a division of the Department of Water Resources, monitors the dam safety program at the state level. When a new dam is proposed, Division staff inspects the site. The Division reviews dam applications and building plans to ensure that the dam is designed to meet minimum requirements and that the design is appropriate for known geologic conditions. It also inspects construction to ensure that the work is done in accordance with the approved plans. The Division inspects constructed dams on an annual basis to ensure that it is performing as intended and is not developing problems. Roughly a third of these inspections include in-depth instrumentation reviews. The Division periodically reviews the stability of dams and their major appurtenances in light of improved design approaches and requirements, as well as new findings regarding earthquake hazards and hydrologic estimates in California. (Cal. Dep’t of Water Resources, 2019)

Senate Bill 92: Dam Safety

Senate Bill 92 was signed into law on June 27th, 2017 and it provides new requirements focused on dam safety. Specifically, it requires dam owners to submit inundation maps to the Department of Water Resources. After they have been approved, the dam owner must then submit an emergency action plan (EAP) to Cal OES (California Office of Emergency Services, 2020).

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County’s MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to dam failure hazards. These have been incorporated into this Safety Element as they apply to unincorporated Napa County.

County Capacity to Respond to Hazards

While no dams have failed in Napa County to date and the chances of dam failure are low, the consequences are severe. Napa County has established protocols in their emergency operations plans for warning and response to dam failure within flood zones, including collaboration with private dam owners to implement these emergency action plans. As warning time is the most crucial component of responding to dam failure, emergency action plans contain procedures and information to assist dam owners in

issuing warning and notification messages to emergency management authorities. It is important to note that emergency action plans are not publicly available but are on file at the Napa County Office of Emergency Services or with individual dam owners and California DWR.

Moving forward, along with other regulatory agencies identified, the County should consider the dam failure hazard when permitting development in mapped dam inundation zones and downstream of high hazard and significant hazard dams in the County.

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2.4 Drought

Drought has impacted almost every county in California and has caused millions of dollars in collective damages. In Napa County, drought conditions have the potential to affect numerous aspects given impacts on water, including water restrictions, reduced water quality, restricted access to recreational opportunities, reduced air quality, health impacts, and economic impacts.

Understanding Drought

Napa County's economy is dependent upon a strong agricultural industry, which in turn provides the foundation for the second largest industry in the County, tourism. Drought could have a devastating and cascading impact on the wine industry and local economy, specifically in terms of agricultural productivity. A drought can result in farmers not being able to plant crops or the failure of planted crops. This results in loss of work for farm workers and those in food processing and wine making jobs. In the event of long term drought events, other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further layoffs. A drought can harm recreational companies that use water (e.g., swimming pools, water parks, and river rafting companies) as well as landscape and nursery businesses because people will not invest in new plants if water is not available to sustain them.

Climate change is expected to increase drought and extreme weather conditions. While the duration of drought is always in question, it is certain that California and Napa County will continue to be impacted by drought moving forward. (California Drought Contingency Plan, 2013).

Risk Assessment

Past Drought Events

The most recent major drought in California spanned 2014-2017. California State Governor Jerry Brown declared a drought state of emergency on January 17, 2014. On April 17, 2017, Brown issued Executive Order B-40-17, officially ending the drought state of emergency in all California counties except Fresno, Kings, Tulare, and Tuolumne.

According to the National Drought Monitor, Napa County is currently experiencing Exceptional Drought conditions. The National Drought Monitor provides drought data and maps nationally and on a localized scale. The National Drought Monitor is the product of eleven agencies, from the National Drought Mitigation Center (NDMC), National Oceanic and Atmospheric Administration (NOAA) and the United States Department of Agriculture (USDA). **Figure 2.4-1** depicts the U.S. Drought Monitor conditions in California for December 2017, December 2018, and conditions as of September 7th, 2021.



Napa River near the Trancas Street Bridge , September 20, 2021.
Courtesy of Napa Valley Register

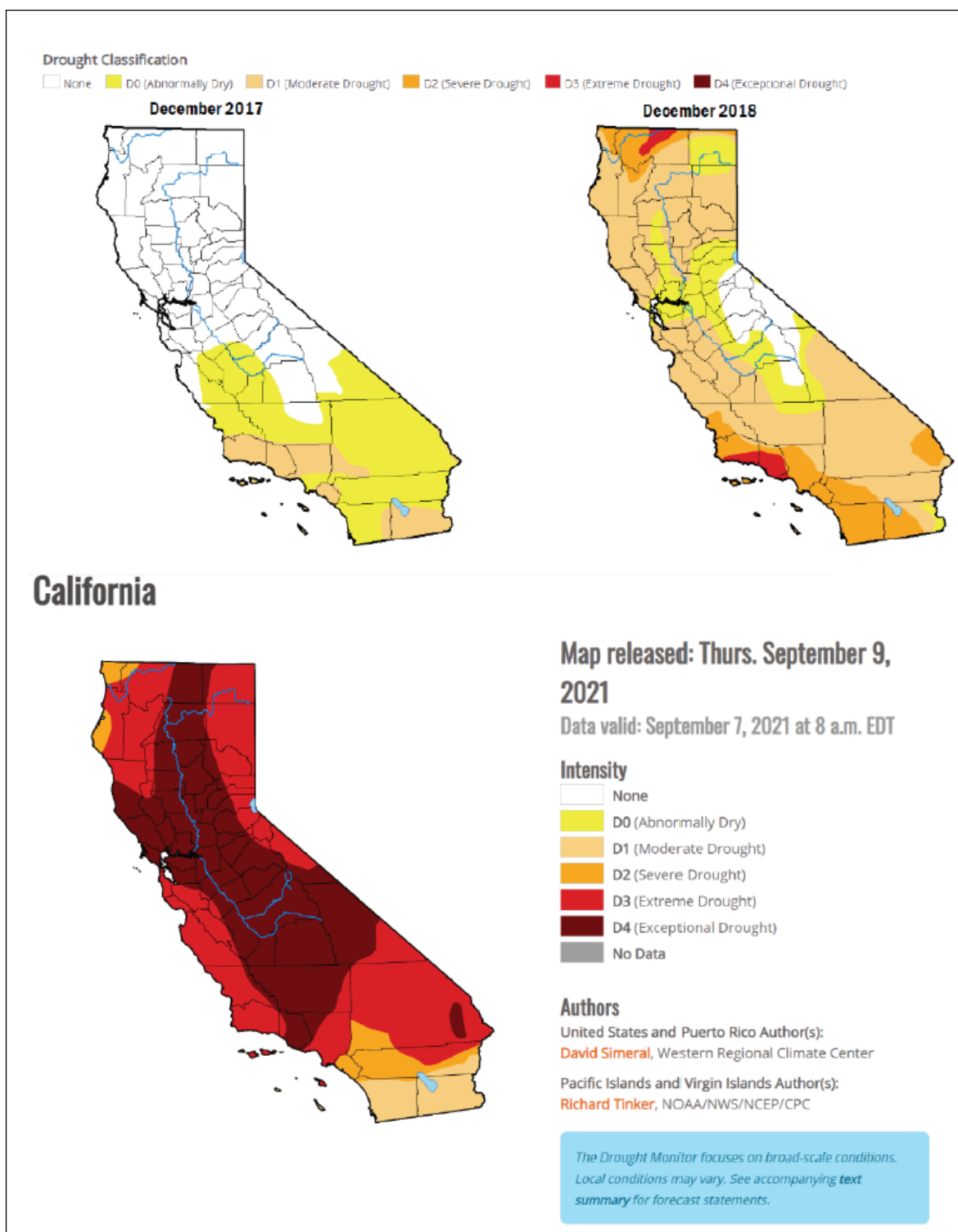


Figure 2.4-1. State of California Drought Conditions 2017, 2018 And 2021

Note to Reviewer – this graphic was used in the Napa County MJHMP

FIGURE 4-42 CALIFORNIA DROUGHT CONDITIONS 2017 VS 2018

Drought Vulnerability Analysis

Unlike hazards like wildfire and flooding which provide direct impacts, drought produces a web of impacts beyond the areas experiencing physical drought. As illustrated by the regulatory environment above, drought vulnerability usually depends on water demand, how the demand is met, and what water supplies are available to meet the demand. As a result of drought conditions and expected drought conditions moving forward, water demand in California is expected to increase. Napa County vulnerability to these drought conditions are described below.

Population

All people, property, and environments in the Napa County planning area would be exposed to some degree to the impacts of moderate to extreme drought conditions.

Frequency/Probability of Future Occurrences

Currently there is no data on the probability of drought. However, according to the results of the risk factor exercises for the participating jurisdictions as part of the Napa County MJHMP planning process, the probability of drought occurring in Napa County is likely (between 10 and 100% annual probability) (Napa County Office of Emergency Services, 2020).

Vulnerable Development, Critical Facilities, and Infrastructure

Overall, critical facilities, as defined for this plan, will continue to be operational during a drought. However, secondary hazards that could result due to drought conditions are wildfire and severe weather. A prolonged lack of precipitation dries out vegetation, which becomes increasingly susceptible to ignition as the duration of the drought extends. Extinguishing fires further stresses water supplies which can exacerbate the impacts of drought.

Severity

The severity of a drought depends on the degree of moisture deficiency, the duration, and the size and location of the affected area. The longer the duration of the drought and the larger the area impacted, the more severe the potential impacts. According to the 2050 Napa Valley Water Resources Study, water users in unincorporated Napa County areas are at the greatest risk of water shortage due to reliance on wells and groundwater, and may face water supply shortages regardless of normal rainfall years or dry years and if demands continue to increase. Droughts are not usually associated with direct impacts on people or property, but they can have significant impacts on agriculture due to loss of production, which can impact people indirectly. Other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further economic losses.

On April 1, 2015, Governor Jerry Brown ordered mandatory water reductions across California (Executive Order B-37-16). This order called for residents to reduce water usage by 25 percent after recorded snowpack levels in the previous year were 20 percent of the average date. This reduction mandated lawn replacements throughout the state, customer rebates for water efficient appliances, and a prohibition on watering lawns with potable water unless water efficient drip irrigation systems are used. Furthermore, this order was enforced by the State Water Board, with assistance from local government

agencies. Although not yet mandated, similar orders could happen in response to drought conditions in the future.

According to an economic analysis of the 2016 California drought prepared by Medellín-Azuara et al, the 2016 drought cost the state’s agricultural sector \$247 million. “Spillover” loss across sectors was around \$600 million and 4,700 jobs. Overall, this represents the cascading effect that prolonged drought conditions can have on the local economy and illustrates the need for resilience efforts to be in place during drought conditions.

Secondary Hazards and Climate Change Impacts

The secondary hazard most associated with drought is wildfire. A prolonged lack of precipitation dries out vegetation, which becomes increasingly susceptible to ignition as the duration of the drought extends. In addition to increased wildfire hazards, global water resources are experiencing stresses that are further exacerbated by climate change. Adaptation strategies to future wildfires that are being implemented by the State and County are discussed in the Wildfire section of this report. With a warmer climate, drought conditions could increase in severity, frequency, and duration. More frequent extreme events such as droughts could end up being more cause for concern than the long-term change in temperature and precipitation averages.

Plans, Policies, Programs, and Regulatory Environment

California Sustainable Groundwater Management Act

Groundwater Basin: An aquifer or system of aquifers that has well defined boundaries. Under SGMA, high and medium priority groundwater basins must establish groundwater sustainability plans to manage groundwater resources.

Sustainability: The management and use of groundwater in a basin that can be maintained during the SGMA planning and implementation time period

On September 16, 2014, Governor Brown signed into law a package of bills (SB1168, AB1739 and SB1319) collectively called the Sustainable Groundwater Management Act (SGMA). SGMA requires governments and water agencies of **high and medium priority basins** to bring basins into sustainability, meaning to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. There is one high priority basin (Napa Valley) and one medium priority basin (Napa- Sonoma Lowlands) in the County. Under SGMA, these basins should reach

sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.

Executive Order B-37-16

As described above, Executive Order B-37-16 was ordered by Governor Jerry Brown in 2015. This executive order sets forth actions to use water more wisely, eliminate water waste, strengthen local drought resilience, and improve agricultural water use efficiency and drought planning. Directive #10 specified that, “For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.” As of September 2021, all the Napa Valley governments, including Napa County, are working towards completing a new regional study called the Napa Valley Drought Contingency Plan.

California Water Plan

The California Water Plan is the State's strategic plan for sustainably managing and developing water resources for current and future generations. Required by Water Code Section 10005(a), it presents the status and trends of California's water-dependent natural resources; water supplies; and agricultural, urban, and environmental water demands for a range of plausible future scenarios. The California Water Plan was updated most recently in 2018.

Napa County Flood Control and Water Conservation District

The Napa County Flood Control and Water Conservation District (NCFCWCD) was established by the California State Legislature in 1951. Since its formation, NCFCWCD has developed two principal and distinct service activities: water conservation and flood control. The District's water conservation services primarily involve administering contracts with the State of California and the United States Bureau of Reclamation for annual water supply entitlements from the State Water Project and the Solano Project, respectively. As part of its administrative duties, the District subcontracts its imported water supply entitlements to cities and special districts throughout Napa County.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to drought events. These have been incorporated into this Safety Element as they apply to unincorporated Napa County.

Napa County General Plan

The 2009 Napa County General Plan includes goals, policies, and action items specifically pertaining to water conservation.:

Napa County Drought Tolerant Landscaping Requirements

Napa County Ordinances require drought tolerant landscaping measures in development projects, including the following:

- **Commercial Limited District-** All required landscaping shall be irrigated and permanently maintained and shall include drought-tolerant plantings to the maximum extent feasible. § 18.28.050
- **Marine Commercial District-** All required landscaping shall be irrigated and permanently maintained. Landscaping shall be limited to drought-tolerant plantings to the maximum extent feasible. § 18.34.050
- **Public Lands District-** In the selection of new plant materials, preference shall be given to native and drought-tolerant species, and to species which are hardy, long-lived, and require little maintenance. § 18.50.060
- **Commercial Neighborhood District-** All required landscaping shall be irrigated and permanently maintained by the owner, lessee or occupant and shall include drought-tolerant plantings to the maximum extent feasible. § 18.32.060
- **General Industrial Zoning District-** In the selection of new plant materials, preference shall be given to native and drought-tolerant species, and to species which are hardy, long-lived, and require

little maintenance. Landscaping material shall also be consistent with any applicable approved master landscape plan. § 18.44.110

- **Conservation Regulations-** Plant materials shall be drought-tolerant and compatible with the existing habitat area in which the project is located. § 18.108.100

Special Projects

CA Division of Water Rights Water Supply/Demand Visualization Tool

In April 2021, the State Water Resources Control Board, Division of Water Rights (Division) developed an online tool that shows basic monthly water balance data for past years in major watersheds throughout California. Although this tool at this time is intended for informational purposes and will not be used to make water allocation or shortage decisions, the Water Supply and Demand Visualization Tool allows stakeholders interested in California's water accounting to have a transparent way to see supply and demand information, locations of diversions, and water right types throughout the state. Collecting and displaying the best available data helps to protect senior water rights, community and industry water needs, and the environment as a whole.

Napa County Flood and Water Resources Water Conservation Programs

Like many cities and counties across California, Napa County has implemented water conservation incentive programs and resources to help combat the effects of the drought at the local and regional level, while helping residents save money. These programs include, but are not limited to, water bill rebates for reductions in water use around the home, water wise landscaping resources, and free water conservation devices.

County Capacity to Respond to Hazards

As of 2021, the State of California has implemented statewide regulations and special projects in response to drought conditions. These types of regulations work to effectively manage water resources under drought conditions and ensure community health and safety as a result. Similar regulations at the local level have been enacted, such as policy that new and future development must comply with. The County has implemented several water conservation programs, including rebates for water conserving appliances and free-water saving devices for residents; however, the County is still currently vulnerable to water supply issues because of drought and other factors.

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2.5 Flooding

Flooding occurs when the existing channel of a stream, river, canyon, or other water course cannot contain excess runoff from rainfall or snowmelt, resulting in overflow on to adjacent lands. These are also the most common causes of flood in Napa County (Napa County Office of Emergency Services, 2020). Flooding may also occur due to high tides, extreme rain, and wind.

Understanding Floods

In order to understand flood hazards, it is important to note that connections between a river and its floodplain are most apparent during and after major flood events. A

floodplain is any land area susceptible to being inundated by floodwaters from any source. This can include coastal areas impacted by storm surge, land along a river or bayou that is flooded when that waterway rises out of its banks, or low-lying land that fills with water when it rains. As defined by the Federal Emergency Management Agency (FEMA), these include:

- **500-year flood plain.** This is the portion of land that would be covered during a flood event that has a 0.2 percent chance of being equaled or exceeded each year.
- **100-year flood plain.** This is the portion of land that would be covered during a flood event that has a one percent chance of being equaled or exceeded each year.

Floodplains in Napa County, as determined by FEMA, are mapped in **Figure 2.5-1** below.



Napa River and Downtown Napa. Courtesy of the Napa County Flood Control and Water Conservation District

Floodways are the channel of the river or stream and the adjacent land that must remain free from obstruction

Flood Fringes are the remaining portion of the floodplain. FEMA and state regulations permit communities to allow the flood fringe to be obstructed and developed if specific development standards are met.

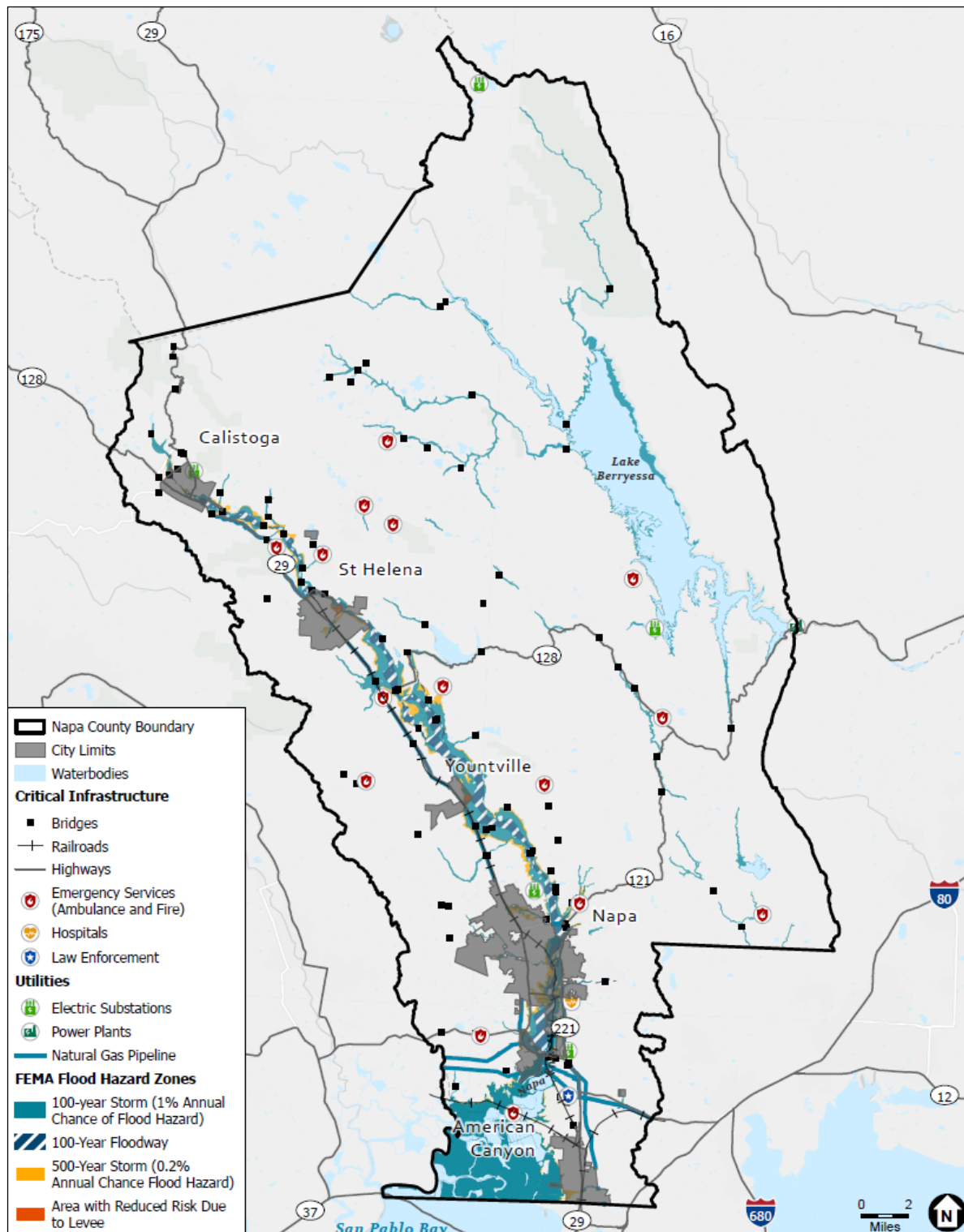


Figure 2.5-1 FEMA Flood Zone Exposure Map

MJHMP FIGURE 4-25 FEMA FLOOD ZONE EXPOSURE MAP

Risk Assessment

Local Conditions

All lands adjacent to the Napa River are subject to flooding. The floor of Napa Valley has been subject to frequent flooding, resulting in severe damage to agriculture and urban development. **Figure 2.5-1** shows the location of flood hazard zones in Napa County, which are mainly located around the Napa River. Streamflow of flood-producing magnitude is the result of storms causing precipitation over the entire Napa River basin for periods in excess of approximately 12 hours (Napa County Office of Emergency Services, 2020). In Napa County, the most intense periods of rainfall typically occur in December, January and February. (FEMA, 2016).

While the Napa River serves as the main drainage in Napa County, there are several creeks to the east and west of the Napa River that can harm communities if a flooding event were to occur. Garnett Creek is the uncontrolled headwaters of the Napa River in the northwest end of the valley. On the west side of the watershed, Sulphur Creek, Dry Creek, Hopper Creek, Redwood Creek, Napa Creek and Browns Valley Creek all contribute substantial runoff to the Napa River drainage during the wet season. On the east side, Conn Creek, Rector Creek, and Milliken Creek all have similar characteristics.

As described in more detail below, the Napa River/Napa Creek Flood Protection Project is responsible for the effective management and planning for resilience to catastrophic flooding along the river's banks.

Flood Vulnerability Analysis

This section describes vulnerabilities to flooding in terms of population, property, and infrastructure, and provides graphic representation of these assets and are overlaid on FEMA floodplains. Low lying populations and infrastructure, such as roads, are especially vulnerable to flood hazards and serve critical access functions for residents and emergency responders.

Population

According to the Napa County MJHMP, it was estimated that the total exposed population is 3,785 within the 100-YR floodplain and 4,068 within the 500-YR floodplain. The entire population in a dam failure inundation zone is exposed to the risk of a dam failure. Approximately 12% of the population in unincorporated Napa County lives within mapped 100- and 500-year floodplains, and 7% of parcels are located within these areas (Napa County Office of Emergency Services, 2020). The estimated population exposed to dam inundation is summarized in **Figure 2.5-2**.

Vulnerable Development, Critical Facilities, and Infrastructure

Per OPR Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities. Low-lying areas are vulnerable to dam inundation, especially transportation routes. This includes all roads, railroads, and bridges in the flow path of water.

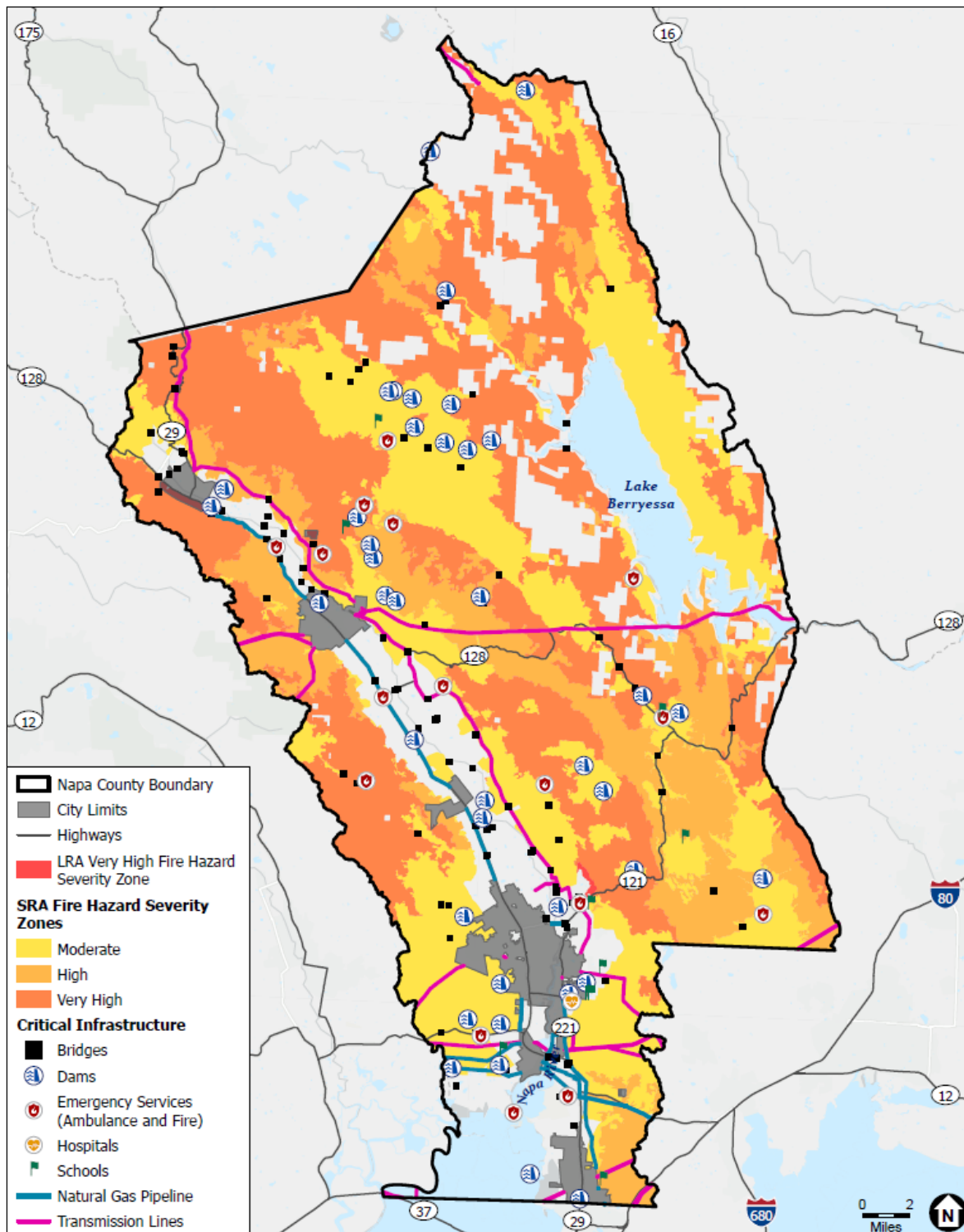


Figure 2.5-2. Napa County Vulnerable Development

MJHMP FIGURE 4-35 FEMA FLOOD ZONE EXPOSURE AND SNAPSHOT MAP

According to the Napa County MJHMP, approximately 3 of the planning area's critical facilities and 57 linear miles of transportation and linear infrastructure points are mapped within designated floodplains. Similar to wildfire hazards, transportation infrastructure is especially important in planning for flood hazards, as these facilities provide ingress and egress in the event of an emergency. These are identified in **Figure 2.5-2** and more specifically include the following transportation and linear facilities:

Roads

The following major roads in Napa County pass through the 100-year floodplain and thus are exposed to flooding:

- State HWY 29
- State HWY 128
- Silverado Trail
- Yount Street
- Trancas Street
- Zinfandel Lane
- Deer Park Road
- Sage Canyon Road
- Solano Avenue

Bridges

Flooding events can significantly impact road bridges. An analysis showed that there are 56 bridges that are in or cross over the 100-YR floodplain and no bridges in or crossing the 500-YR floodplain.

Water and Sewer Infrastructure

Water and sewer systems can be affected by flooding. Similarly, these facilities also convey floodwaters.

Levees

Levees have been built in Napa County to protect areas from the 100-YR flood event. Levees and flood control channels have been built along the Napa River to protect surrounding agricultural areas and populated parts of the County from the 100-year flood event.

County Capacity to Respond to Hazards

Since the 1970s, Napa County residents have suffered \$542 million in property damage alone from flood hazards (Napa County Public Works, n.d.). Napa County has implemented measures to increase adaptive capacity to ensure that development projects can withstand flood hazards. On a planning level, these interventions include, but are not limited to, public agency responsibilities, development and regulatory standards, capital improvements, and other long term flood protection and resilience projects. The Napa County Public Works, the Napa County Flood and Water Conservation District, and other regulatory agencies such as the Army Corps of Engineers (ACOE), have built and are planning critical pieces of

flood infrastructure that can convey floodwaters in the event of a flood hazard. Regulations and projects that aim to increase adaptive capacity to flood hazards are detailed below.

Special Projects

Napa River Flood Management Plan

The Napa River/Napa Creek Flood Protection District is responsible for the effective management and planning for resilience to catastrophic flooding along the river's banks. Developed in collaboration by the District, Napa County Department of Public Works, and the Napa County Community Coalition, the Napa River Flood Management Plan is a multi-objective and restorative approach to flood protection. Elements of the Napa Project include bank terracing, bridge replacements, bypass channels, culverts, floodwalls, and levees. Once complete, the Project would restore more than 650 acres of high-value tidal wetlands of the San Francisco Bay Estuary while protecting 2,700 homes, 350 businesses, and over 50 public properties from 100-year flood levels, a savings of \$26 million annually in flood damage costs.

As of 2021, a number of project components have been completed. However, several are still in the construction process, including floodwalls/levees north of the Oxbow and bypass pump station, floodwalls and trail on west side of Napa River (Imola to Hatt), and floodwalls around Oxbow and floodwalls and trail on east side of Napa River (Tulocay Creek to Third Street).

Plans, Policies, Programs, and Regulatory Environment

Given the proximity of navigable waterways that are subject to flood hazards in Napa County, there are multiple responsible agencies and policy measures that have been put in place in order to make the County more resilient to flood hazards. For example, Napa County Flood Control and Water Conservation District is the local sponsor for the award-winning Napa River Flood Management Plan and administers water supply contracts, watershed management and stormwater management programs throughout Napa County. Relevant regulations and agencies are described below.

Napa County Flood Control and Water Conservation District (District)

The District's flood management services focus on managing and coordinating projects intended to protect local communities from inundation by maintaining and clearing tributary channels and sponsoring capital improvements. This includes implementing the voter-approved "Napa River/Napa Creek Flood Protection Project," which includes projects to protect the City of Napa from a 100-year flood.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to flood hazards.

Flood protection for development in Napa County Code, § 16.04

The Napa County Code addresses flooding through regulation of land use activities (§ 16.04). Regulations include prohibiting land uses that could result in increased erosion and flooding; requiring flood protection at initial construction; limiting the alternation of natural floodplains and stream

channels during construction; and avoiding constructing barriers that could unnaturally divert floodwaters or increase flood hazards. The regulations also include development restrictions for the protection of riparian areas.

Drainage and flood control facilities in Napa County Code, § 17.36

Napa County Code outlines requirements for drainage and flood control facilities and flood control protection for new development, based on the size of development. Drainage facilities should be designed to capture projected runoff from a storm with a frequency of one in one hundred years, and must be approved by the County before installation. Similar requirements are in place for improvement plans for flood control facilities.

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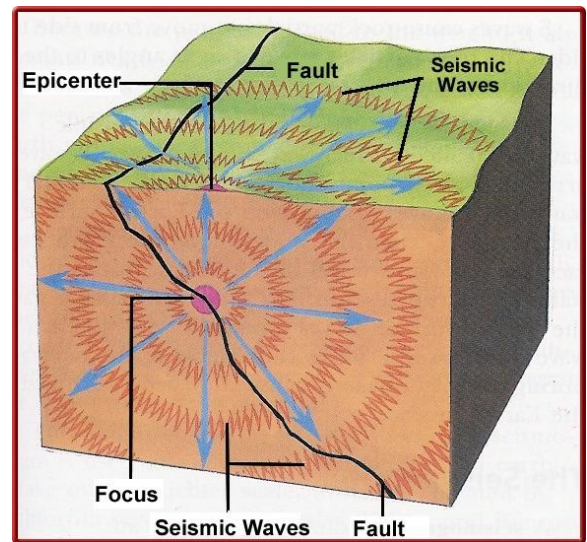
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2.6 Geologic and Seismic Hazards

The Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) identified and profiled earthquakes as a priority hazard, which is included in the list of nine natural hazard threats (Napa County Office of Emergency Services, 2020). An **earthquake** is the sudden shaking of the ground caused by the passage of seismic waves through Earth's rocks. **Seismic waves** are produced when some form of energy stored in Earth's crust is suddenly released, usually when masses of rock straining against one another suddenly fracture and slip. Earthquakes associated with this type of energy release are called tectonic earthquakes. The energy also can be released by elastic strain, gravity, chemical reactions, or even the motion of massive bodies. Earthquakes occur most often along geologic faults. **Faults** are narrow zones where rock masses move in relation to one another. Earthquakes can also result in fault rupture, which occurs when movement on a fault deep within the earth breaks through to the surface creating an offset in the ground as the two sides of the fault slip past each other. The intense shaking of an earthquake can cause damage and lead to the collapse of buildings and structures.



Earthquake cross section. Courtesy of Essentials of Geology

Earthquake Classifications

Earthquakes are typically classified in one of two ways: by the amount of energy released, measured as magnitude; or by the impact on people and structures, measured as intensity.

Magnitude measures the strength of earthquakes and is the most common method for measuring earthquakes. The magnitude of an earthquake is related to the total area of the fault that ruptured, as well as the amount of offset, or displacement, across the fault. As shown in **Table 2.6-1**, there are seven earthquake magnitude classes, which range from micro to great. A magnitude class of great can cause tremendous damage to infrastructure, compared to a micro class, which results in minor damage to infrastructure.

Intensity refers to the effect of an earthquake on the Earth's surface. Earthquake intensity decreases with increasing distance from the epicenter of the earthquake. Although various intensity scales have been developed to evaluate the effects of earthquakes, the one currently used in the United States is the Modified Mercalli Intensity (MMI) Scale. The MMI value assigned to a specific site after an earthquake has a more meaningful measure of severity to the nonscientist than the magnitude because intensity refers to the effects experienced at that place.

TABLE 2.6-1. EARTHQUAKE MAGNITUDE CLASSES

Magnitude Class	Magnitude (M) Range	Description
Great	M>8	Tremendous damage
Major	7<=M<7.9	Widespread heavy damage
Strong	6<=M<6.9	Severe damage
Moderate	5<=M<5.9	Considerable damage
Light	4<=M<4.9	Moderate damage
Minor	3<=M<3.9	Rarely causes damage
Micro	M<3	Minor damage

SOURCE: Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

The lower numbers of the intensity scale generally deal with the manner in which the earthquake is felt by people. The higher numbers of the scale are based on observed structural damage. Structural engineers usually contribute information for assigning intensity values of VIII or above. **Table 2.6-2** includes the description of the levels of MMI.

TABLE 2.6-2. MODIFIED MERCALLI INTENSITY LEVEL DESCRIPTIONS

Intensity	Description
I	Not felt, except by a very few people under especially favorable conditions.
II	Felt only by a few people at rest, especially on the upper floors of buildings.
III	Noticeable by people indoors, especially on the upper floors of buildings, although it is not widely recognized as an earthquake. Parked vehicles may move slightly.
IV	Felt indoors by many and felt outdoors by some. May awaken sleeping people. Dishes, windows, and doors disturbed. Parked vehicles move noticeably.
V	Felt by almost everyone. Sleeping people awaken, and some dishes and windows broken. Unstable objects overturned, and pendulum clocks may stop.
VI	Felt by everyone. Some heavy furniture moved, and some instances of falling plaster. Damage slight, although many people may be frightened.
VII	Considerable damage in poorly built or badly designed structures, slight to moderate damage in well-built ordinary structures, and negligible damage in buildings of good design and construction. Some chimneys broken.
VIII	Great damage in poorly built structures, considerable damage and partial collapse of well-built ordinary structures, and slight damage in specially designed structures. Chimneys, factory stacks, columns, monuments, and walls fall. Heavy furniture overturned.
IX	Well-designed structures thrown out of plum, considerable damage in specially-designed structures. Substantial buildings suffer great damage and partial collapse. Buildings shifted off foundations.
X	Some well-built wood structures destroyed. Most masonry and frame structures and foundations destroyed. Rails bent.
XI	Few if any masonry structures remain standing. Bridges destroyed and rails greatly bent.
XII	Total damage. Lines of sight and level are distorted. Objects thrown into the air.

SOURCE: USGS, 2019 and Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

Risk Assessment

Local Conditions

The Alquist-Priolo Act established earthquake fault zones in California. These Alquist-Priolo Earthquake Fault Zones encompass surface traces of active faults that have a potential for future surface fault rupture and are mapped across California. These zones have been established by the State Geologist and indicate an active fault within the zone. The fault may pose a risk to existing or future structures from a surface fault rupture.

Figure 2.6-1, Regional Fault Lines, shows the location of fault zones as well as the underlying quaternary faults near the County. According to the MJHMP, the faults most likely to produce strong ground shaking in the County include the Northern Hayward/Rodgers Creek in the west, the Maacama in the northwest, the Hunting Creek-Berryessa in the north, the Green Valley in the southeast and the West Napa in the south central. The Green Valley and the West Napa Fault are the only two major faults that pass through County boundaries. (Association of Bay Area Governments, 2014)

Past Earthquake Events

According to the MJHMP, multiple earthquakes have occurred in and near the County over the last 20 years. As outlined in **Table 2.6-3**, there have been seven earthquake events with a magnitude of 4.0 or greater since the year 2000. Two large-scale earthquakes in Napa County, a 5.2 on the West Napa Fault and the South Napa earthquake, caused damage, death, and injuries. The August 24, 2014 South Napa earthquake was the largest in the San Francisco Bay Area since 1989, registering at 6.0 on the magnitude scale with a MMI of VIII (Severe). Total damage from the South Napa earthquake ranged from \$362 million to \$1 billion, resulted in 200 injured, and one fatality.

TABLE 2.6-3. EARTHQUAKE EVENTS IN NAPA COUNTY 2000 – 2018

Date	Location	Magnitude	Description ^a
1/4/2018	2 km from Berkeley	4.4	Moderate damage
5/22/2015	10 km ENE of Yountville	4.1	Moderate damage
8/24/2014	South Napa	6.0	Severe damage
8/3/2006	Northern California	4.5	Moderate damage
5/8/2005	Northern California	4.1	Moderate damage
5/25/2003	Northern California	4.1	Moderate damage
9/3/2000	4.8 km SSW of Yountville	5.2	Considerable damage

^a Descriptions were derived from Table 2.6-1, Earthquake Magnitude Classes, above.

SOURCE: USGS; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

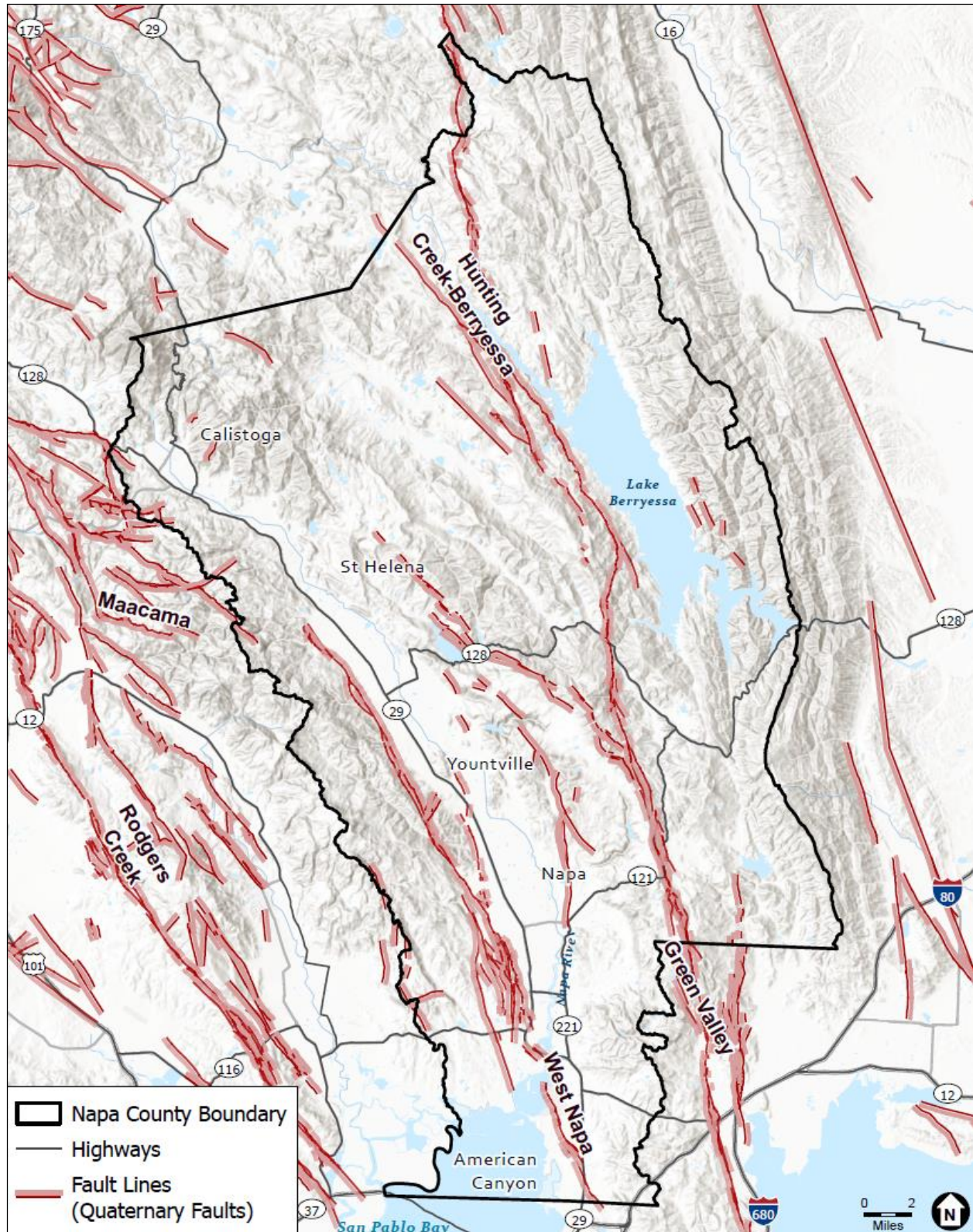


Figure 2.6-1. Regional Fault Lines

Earthquake Vulnerability Analysis

Earthquakes are a considerable threat to life and property in Napa County. A moderate to severe seismic incident on any fault zone in close proximity to the County is expected to cause:

- Extensive property damage, particularly to pre-1930's unreinforced masonry structures,
- Possible fatalities and injuries,
- Damage to water and sewage systems,
- Disruption of communications systems,
- Broken gas mains and petroleum pipelines,
- Disruption of transportation arteries, and
- Competing requests for regional aid resources.



2014 South Napa Earthquake damaged unreinforced masonry building on Main St. in Napa Downtown. *Courtesy of USGS*

The vulnerability analysis contained in the County MJHMP included analyses on population, frequency/probability of future occurrences, critical facilities, hazardous material fixed facilities, utilities and infrastructure, which are discussed briefly below.

Population

All people, property, and environments in the Napa County planning area would be exposed to direct and indirect impacts from earthquakes. As shown in **Figure 2.6-2**, approximately 100 percent of the population is either in Very Strong, Severe, or Violent probabilistic shake intensity zones.

Frequency/Probability of Future Occurrences

The probability of earthquake event in Napa County is based on the approximate location of earthquake faults within and outside the region. According to the MJHMP, the probability of an earthquake occurring in the County is likely between a 10 and 100 percent annual probability. According to the USGS's earthquake probability maps, shown in **Figure 2.6-3**, the Hunting Creek-Berryessa fault has a 5 percent chance of producing an earthquake of 6.7 magnitude or greater in the next 30 years, while the Rodgers Creek / Hayward North fault, located just outside County boundaries, has more than 10 percent chance. The combined probability of a major earthquake occurring on one of the major faults passing through the County is 63 percent over the next thirty years (Association of Bay Area Governments, 2014).

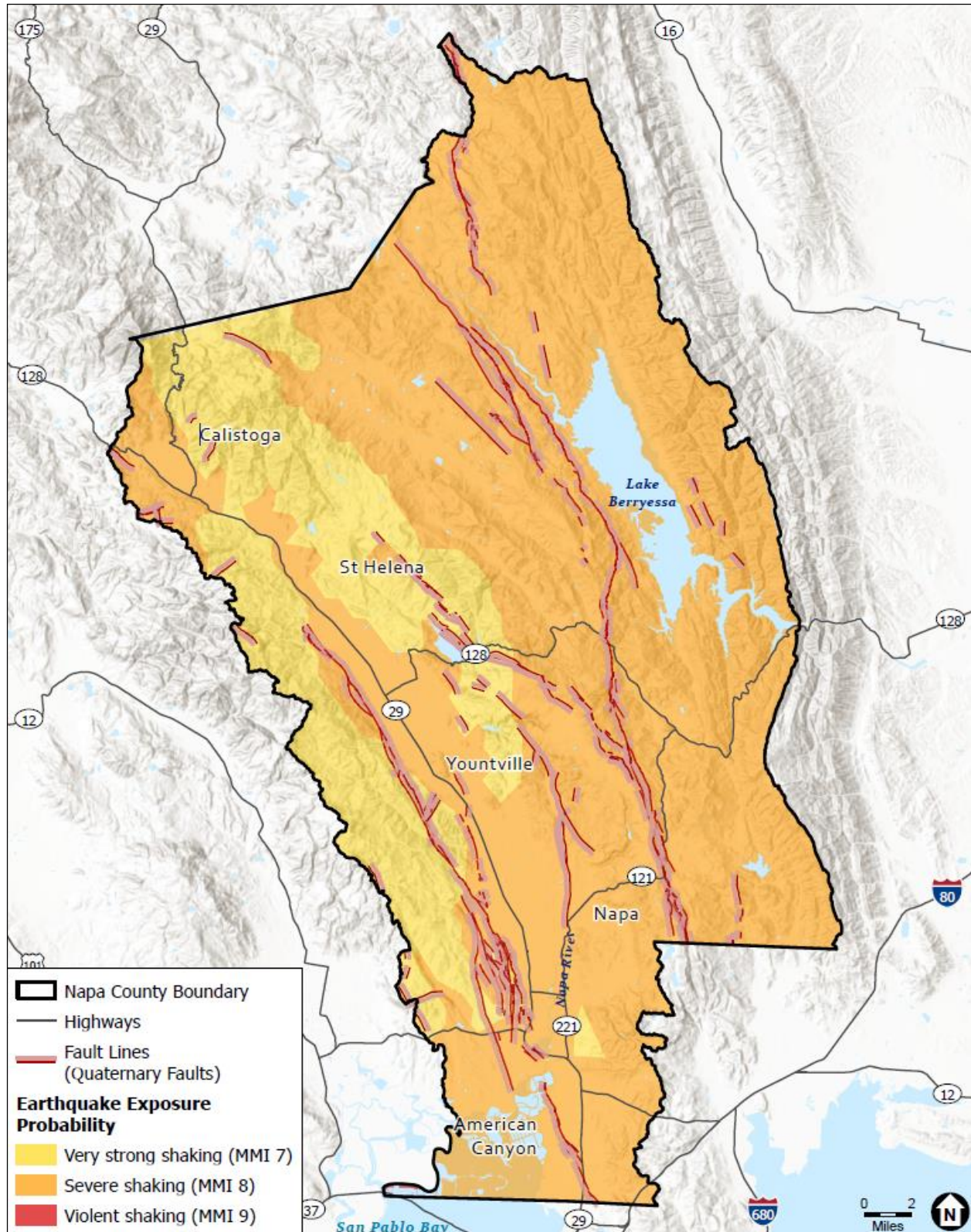


Figure 2.6-2. c Exposure Probability Map

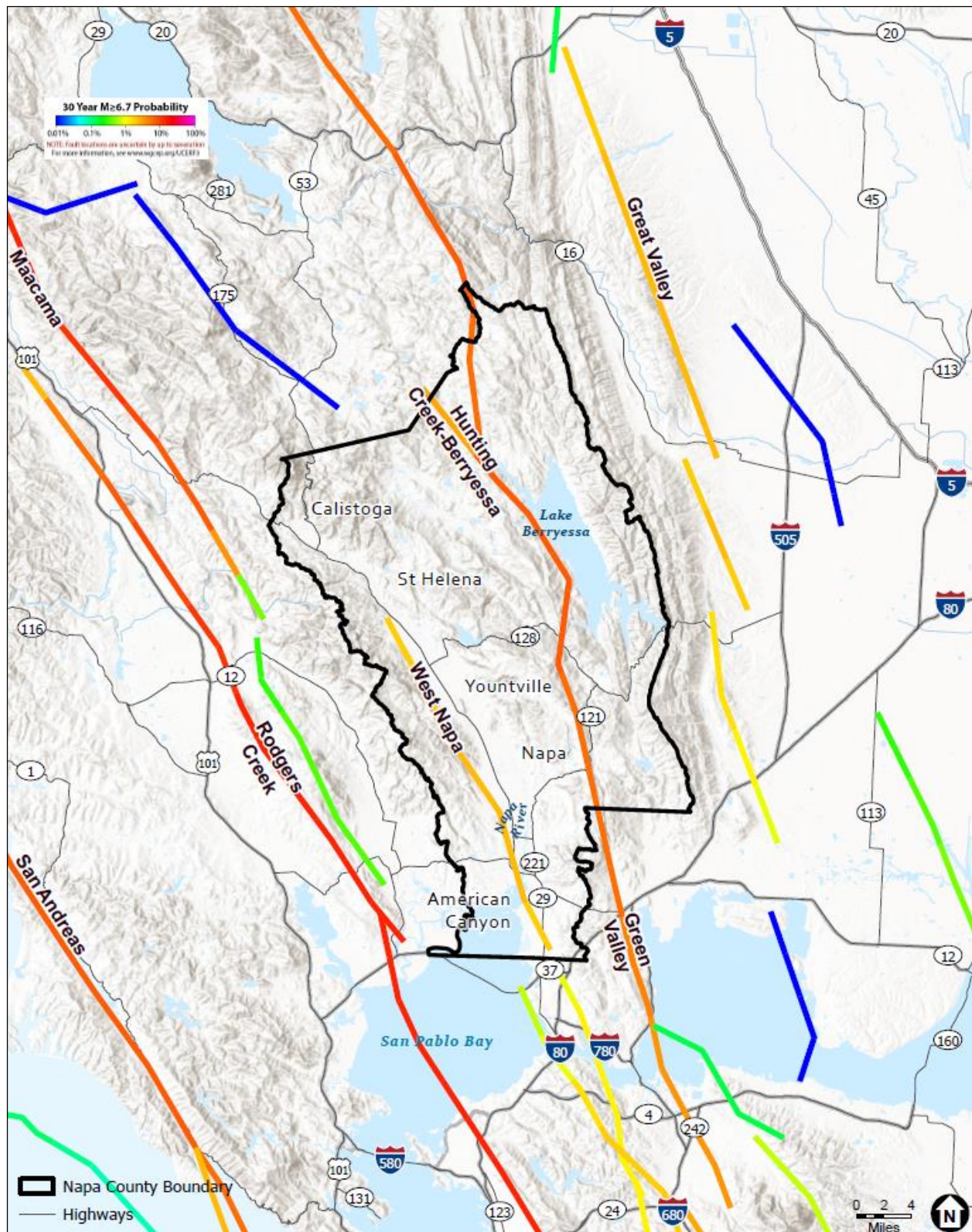


Figure 2.6-3. Fault Probability Map

Critical Facilities, Hazardous Material Fixed Facilities, Utilities and Infrastructure

All critical facilities in Napa County are exposed to earthquake hazards. Seismic risks, or losses, that are likely to result from exposure to seismic hazards include:

- Utility outages;
- Economic losses for repair and replacement of critical facilities, roads, buildings, etc.;
- Indirect economic losses such as income lost during downtime resulting from damaged public infrastructure; and
- Roads or railroads that are blocked or damaged preventing access throughout the area and isolating residents and emergency service providers needing to reach vulnerable populations or to make repairs.

Earthquakes can produce hazardous materials threats at very high levels. Depending on the build and construction of each hazardous materials facility, the earthquake-initiated hazardous material release potential will vary. Hazardous materials contained within masonry or concrete structures built before certain benchmark years (1996, 1992, 1990, and 1977) may be particularly vulnerable (County Building Department; Napa County Office of Emergency Services, 2020).

Linear utilities and transportation routes are vulnerable to rupture and damage during and after a significant earthquake event. The impact of a single failure can have affects across multiple systems and utility sectors, especially degrading infrastructure systems that could result in outages that last weeks to multiple months.

Water supply utilities and their availability to distribute water to support life and treating the sick and the injured after an earthquake event are of major concern to the County. There are three water reservoirs within the City of Napa that have all been recently retrograded and covered, and one reservoir in the City of St Helena that will likely provide ample potable water to meet demands.

Napa County's natural gas utility, Pacific Gas and Electric Company (PG&E), is responsible for designing, constructing, maintaining, and operating the natural gas system safely and efficiently. Gas customers and County residents are responsible for using gas safely on their property and within their buildings and other facilities. Customers meet this responsibility by maintaining their gas appliances in good working condition, assuring that only qualified individuals are able to modify or maintain their gas service and facility piping, and knowing what to do before and after earthquakes to maintain the safe operation of their natural gas service.

Telecommunication systems will be affected by system failure, overloads, loss of electrical power and possible failure of some alternate power systems. Immediately following an event, numerous failures will occur, compounded by system use overloads.

Severity

The severity of an earthquake in the County was analyzed using the magnitude 6.7 West Napa Fault earthquake scenario to show possible shake severity in the region and was modeled after the South Napa

Earthquake in 2014. The scenario showed that in the event of a 6.7 magnitude earthquake along the West Napa fault, the County would experience moderate to severe shaking, similar to that of the South Napa Earthquake in 2014. A 6.7 magnitude earthquake would be classified as a strong earthquake that would result in severe damage and would have an intensity of VIII (Severe). As shown in **Table 2.6-2**, above, an earthquake with VIII intensity is described as resulting in great damage to poorly built structures, considerable damage and partial collapse of well-built ordinary structures, and slight damage in specially designed structures.

In addition, severity of an earthquake event could be aggravated by collateral emergencies such as fires, hazardous material spills, utility disruptions, landslides, transportation emergencies, and the possible failure of the Napa County dams.

Secondary Hazards

Secondary hazards that could be created by earthquakes include soil liquefaction and tsunamis. Additionally, artificial induction may potentially trigger earthquakes and has been identified as a hazard of concern for the County. These hazards are defined below.

Soil Liquefaction

Soil liquefaction occurs when material that is ordinarily a solid behaves like a liquid. Soil liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other rapid loading. Soil liquefaction and related phenomena have been responsible for tremendous amounts of damage in historical earthquakes around the world. Saturated or partially-saturated soil substantially loses strength and stiffness in response to an applied stress such as shaking during an earthquake or other sudden change in stress condition. Soil liquefaction can cause severe damage to property, including damaging pipes, compromising building foundations, and bucking roads and airport runways.

Tsunamis

A tsunami is a series of traveling ocean waves of extremely long length that are generated by disturbances occurring below or near the ocean floor that are primarily associated with earthquakes. However, tsunamis can also be generated by submarine landslides, submarine volcanic eruptions, the collapse of volcanic edifices, and, in very rare instances, large meteorite impacts in the ocean. Tsunamis diffuse around land masses and typically affect beaches that are open to the ocean, bay mouths, tidal flats, and the shores of large coastal rivers. Tsunami are not symmetrical, as such, the waves may be much stronger in one direction than another, depending on the nature of the source and the surrounding geography. However, because tsunamis propagate outward from their source, coasts in the shadow of affected land masses are usually fairly safe.

Artificial Induction

Earthquakes are sometimes caused by human activities, including the injection of fluids into deep wells, pumping of ground water, the excavation of mines, and the filling of large reservoirs. In fluid injection, the slip is thought to be induced by premature release of elastic strain, as in the case of tectonic earthquakes, after fault surfaces are lubricated by the liquid.

Other hazards can also occur from earthquakes and are profiled in other parts of this Element, such as dam failure or wildfires, and are discussed in detail in Sections 2.3, *Dam Failure* and 2.11, *Wildfire Hazards* respectively.

County Capacity to Respond to Hazard

In any earthquake, the primary consideration is saving lives. Time and effort must also be given to providing for people's mental health by reuniting families, providing shelter to the displaced persons, and restoring basic needs and services. A major effort will be needed to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and temporary housing for affected citizens.

There is currently no reliable way to predict the day or month that an earthquake will occur at any given location. The County MJHMP states that there is research being done with warning systems that use the low energy waves that may anticipate major earthquakes. Seconds and minutes of advance warning can allow people and systems to take actions to protect life and property from destructive shaking. Even a few seconds of warning can enable protective actions such as:

- Public: Citizens, including schoolchildren, drop, cover, and hold on; turn off stoves, safely stop vehicles.
- Businesses: Personnel move to safe locations, automated systems ensure elevator doors open, production lines are shut down, sensitive equipment is placed in a safe mode.
- Medical services: Surgeons, dentists, and others stop delicate procedures.
- Emergency responders: Open firehouse doors, personnel prepare and prioritize response decisions.
- Power infrastructure: Protect power stations and grid facilities from strong shaking.

Napa County has had several participating jurisdictions identify issues and/or weaknesses through Planning Committees for their respective facilities as part of the mitigation identification process. The committees utilized the Risk Assessment Mapping Platform (RAMP) mapping tool and earthquake data. **RAMP** is a web based and interactive platform made specifically for mitigation planning. RAMP allows the user a robust discovery of risk, vulnerability, and exposure data developed especially for Napa County. The Planning Committee developed mitigation actions, as both planning activities and projects, to address problems that could originate from hazards identified in the County MJHMP. Mitigation actions were created by identifying hazard problem statements. These problem statements were based on the risk assessment and vulnerability analysis. The County has listed the identified Earthquake problem statements for all participating jurisdictions in Table 4-27 and 5-6 of the County MJHMP.

Policies, Plans, and Regulatory Environment

Alquist-Priolo Earthquake Fault Zoning Act and Seismic Hazards Mapping Act (1972)

The 1971 San Fernando Earthquake resulted in the destruction of numerous structures built across its path. This led to passage of the Alquist-Priolo Earthquake Fault Zoning Act in 1972. This Act prohibits the construction of buildings for human occupancy across active faults in the State of California. Similarly, extensive damage caused by ground failures during the 1989 Loma Prieta Earthquake focused

attention on decreasing the impacts of landslides and soil liquefaction. This led to the creation of the Seismic Hazards Mapping Act, which increases construction standards at locations where ground failures are probable during earthquakes.

2019 California Building Standards Code

Pursuant to Chapter 15.12, Building Code, of the Napa County Municipal Code, the 2019 California Building Code (CBC) has been adopted by Napa County. The 2019 California Code of Regulations (CCR) Title 24, Part 9 (CBC) is a compilation of building standards, including materials requirements, construction methods, and maintenance standards for earthquake protection and resiliency. The 2019 CBC standards are based on building standards that have been adopted by State agencies without change from a national model code; building standards based on a national model code that have been changed to address particular California conditions; and building standards authorized by the California legislature, not covered by the national model code. (CBSC, 2019)

Napa County General Plan

The 2008 Napa County's General Plan was updated to include goals and policies to mitigate the effects of earthquakes.

Napa County MJHMP

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses. The following mitigation actions are identified as County wide priority for implementation:

- **SH-06-2020:** Inform residents and tourists of shelter locations and evacuation routes and procedures for storing or taking valued items before large scale evacuations.
- **AC-05-2013:** Develop a public outreach program for mitigation of earthquake risk for residents of American Canyon proper.
- **AC-06-2020:** Retrofit critical facilities that are vulnerable to extreme and violent shaking.
- **CL-12-2020:** Retrofit critical facilities that are vulnerable to failure during extreme and violent shaking.
- **CL-13-2020:** Develop a public outreach program for mitigation of earthquake risk for residents of Calistoga proper.
- **NC-10-2013:** Earthquake month public education program. Develop a comprehensive public outreach program for earthquake risk reduction for Napa County Residents.
- **NC-51-2020:** Encourage privately owned critical facilities (e.g. churches, hotels, other gathering facilities) to evaluate the ability of the buildings to withstand earthquakes and to address any deficiencies identified.
- **NC-52-2020:** Retrofit / Harden County-owned critical facilities and buildings and their ability to withstand earthquakes.
- **NC-54-2020:** Adopt and enforce updated building codes to reduce earthquake damage to structures.
- **NCOE-02-2020:** Retrofit / Harden Main Office to withstand extreme and violent earthquakes.

- **NVC-02-2020:** Encourage communities and constituents to participate in the Great California ShakeOut. Continue staff EOC and emergency messaging training.
- **NVC-04-2020:** Design and construct new critical facilities to higher than the minimum seismic standards required by building codes, especially for facilities that may serve as emergency shelters or their public infrastructure.
- **NVC-05-2013:** Research geological soil makeup of lower tier of campus to determine if additional structural mitigation steps are necessary.
- **SH-14-2020:** Develop resource kits for mitigation of earthquake risk for residents of St. Helena proper. This includes targeted outreach and project development for adult care providers, private schools and other gathering facilities.
- **YV-06-2020:** Earthquake month public education program.

Seismic Retrofit Ordinances

Communities in the Napa County Operational Area have all adopted Seismic Retrofit ordinances to reinforce all historic buildings. During the last Building & Fire Code update, all jurisdictions in the county adopted a single Countywide Building & Fire Code to streamline permitting and enforcement.

Napa County Code Section 18.119.080

Along with the seismic retrofit ordinances, the Napa County Code includes requirements for telecommunications facilities to be constructed to withstand the forces of the “maximum credible earthquake.” Section 18.119.080.

Field Act

The Field Act was enacted on April 10, 1933, one month after the Long Beach Earthquake where many schools were destroyed or suffered major damage. Public school construction has been governed by the Field Act since 1933 and enforced by the Division of the State Architect (DSA). In any community, public schools constructed under the Field Act after 1978 are likely to be among the safest buildings in which to experience a major earthquake.

The Field Act requires:

- School building construction plans to be prepared by qualified California licensed structural engineers and architects;
- Designs and plans to be checked by the DSA for compliance with the Field Act before a contract for construction can be awarded;
- Qualified inspectors, independent of the contractors and hired by the school districts, to continuously inspect construction and verify full compliance with plans;
- The responsible architects and/or structural engineers to observe the construction periodically and prepare changes to plans, as needed, subject to approval by DSA;
- Architects, engineers, inspectors and contractors to file reports, under penalty of perjury, to verify compliance of the construction with the approved plans.

References

- Association of Bay Area Governments, 2014. Napa County Earthquake Hazard. Available at: <http://resilience.abag.ca.gov/earthquakes/napa/>.
- CBSC, 2019. California Building Standards Commission, California Building Standards Code, California Code of Regulations, Title 24, Part 9, California Fire Code. Available at: <https://www.dgs.ca.gov/bsc>. <https://codes.iccsafe.org/content/chapter/15583/>. 2021.
- USGS, 2019. The Severity of an Earthquake. Available at: <https://pubs.usgs.gov/gip/earthq4/severitygip.html>.
- Dennis G. Tasa, Edward J. Tarbuck, Frederick K. Lutgens, n.d. *Essentials of Geology*, Chapter 9 Earthquakes & Interior.

2.7 Hazardous Materials

A **hazardous material** is defined in Title 22 of the California Code of Regulations (CCR) as a substance or combination of substances that may cause, or significantly contribute to, (1) an increase in mortality or an increase in serious illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed (CCR, Title 22, Section 66260.10). **Hazardous wastes** are the

byproducts of various processes. For purposes of this section, the term “hazardous materials” refers to both hazardous substances and hazardous wastes.



Napa Recycling and Waste Services Facilities. Courtesy of the Napa Recycling and Waste Services Website

In Napa County, hazardous materials include household hazardous waste, byproducts of industrial manufacturers and providers of diesel, gasoline, propane, lubricants, compressed natural gas, and pesticides commonly used on vineyards.

Understanding Hazardous Materials & Regulations

Hazardous materials can be found throughout any urban environment. Homeowners often store used batteries, car oil, pesticides, cleaners, and paint, all of which are potentially hazardous. However, the quantity, concentration, and types of these household products are often not high enough to pose a substantial risk to human health and safety or to the environment. Hazardous materials are more often associated with select commercial, industrial, and agricultural operations as they have potential to present harm to the health of humans and the environment through groundwater and/or soil contamination.

Hazardous materials are classified based on the form of hazard(s) they pose, namely flammable, combustible, poisonous, and/or radioactive. Since 1990, State law has required that hazardous waste be properly disposed of in approved hazardous waste treatment or disposal facilities. To accomplish this, treatment methods and facilities have been developed and approved to pre-treat hazardous waste before its final disposal.

Risk Assessment

Local Conditions

Releases, leaks, or disposal of chemical compounds within the County, such as **petroleum hydrocarbons**, on or below the ground surface, can lead to contamination of surface water and underlying soil and groundwater. Disturbance of a previously contaminated area through grading or excavation operations could expose the public to health hazards from physical contact with contaminated materials or hazardous vapors. Areas where historical or ongoing activities have

Petroleum hydrocarbons are a broad range of chemicals that comprise oil and products refined from oil, such as gasoline and diesel.

An **Underground Storage Tank** is defined by the EPA as a tank and any underground piping connected to the tank that has at least 10 percent of its combined volume underground.

resulted in known or suspected release of hazardous materials to soil and groundwater, and where current investigation and clean-up activities are located, are monitored by the California Department of Toxic Substances Control (DTSC), the California State Water Resources Control Board (SWRCB), or the U.S. Environmental Protection Agency (EPA). The hazardous facilities in unincorporated Napa County are identified below under the respective monitoring agency. Further information on each agency is provided within the Policies, Plans and Regulatory Environment Section below.

California State Water Resources Control Board (SWRCB)

The SWRCB oversees the statewide **Underground Storage Tank (UST)** Program, which is aimed at protecting public health and safety and the environment from releases of petroleum and other hazardous substances from tanks. There are 44 UST facilities in Napa County and of those, 43 are permitted.

GeoTracker is the State Water Resources Control Board's (SWRCB's) internet-accessible database system used by the SWRCB, regional boards, and local agencies to track and archive compliance data from authorized or unauthorized discharges of waste to land, or unauthorized releases of hazardous substances from USTs.

U.S. Environmental Protection Agency (EPA)

The U.S. EPA **Toxic Release Inventory (TRI)** is a database that tracks the management of certain toxic chemicals that may pose a threat to human health and the environment. Certain industrial facilities in the U.S. must report annually how much of each chemical is recycled, combusted for energy recovery, treated for destruction, and disposed of or otherwise released on- and off-site. The U.S. EPA TRI lists one site in the County that is Boral Stone Products, located at 350 Tower Road in American Canyon.

California Department of Toxic Substances Control (DTSC)

The DTSC maintains the **Envirostor Data Management System**, which provides information on hazardous waste facilities (both permitted and corrective action) as well as any available site cleanup information.

According to the DTSC, there are approximately 465 sites in the County. Of those 465, there are 63 sites that are actively being remediated, assessed, are pending review of an agency or are in a verification monitoring program. In addition, from the 465 listings, 383 sites have been closed and require no further action, 7 sites are inactive, and 2 sites are eligible for closure. The remaining 10 sites are groundwater cleanup and hazardous waste cleanup sites that are open, active, or certified operations and maintenance facilities.

Figure 2.7-1, Hazardous Materials Sites, identifies the approximate locations of all hazardous sites from the collective databases that are regulated and/or maintained by the U.S. EPA, DTSC, and the SWRCB, including toxic release sites, permitted underground storage tanks, hazardous waste facilities, hazardous waste cleanup sites, and groundwater cleanup sites.

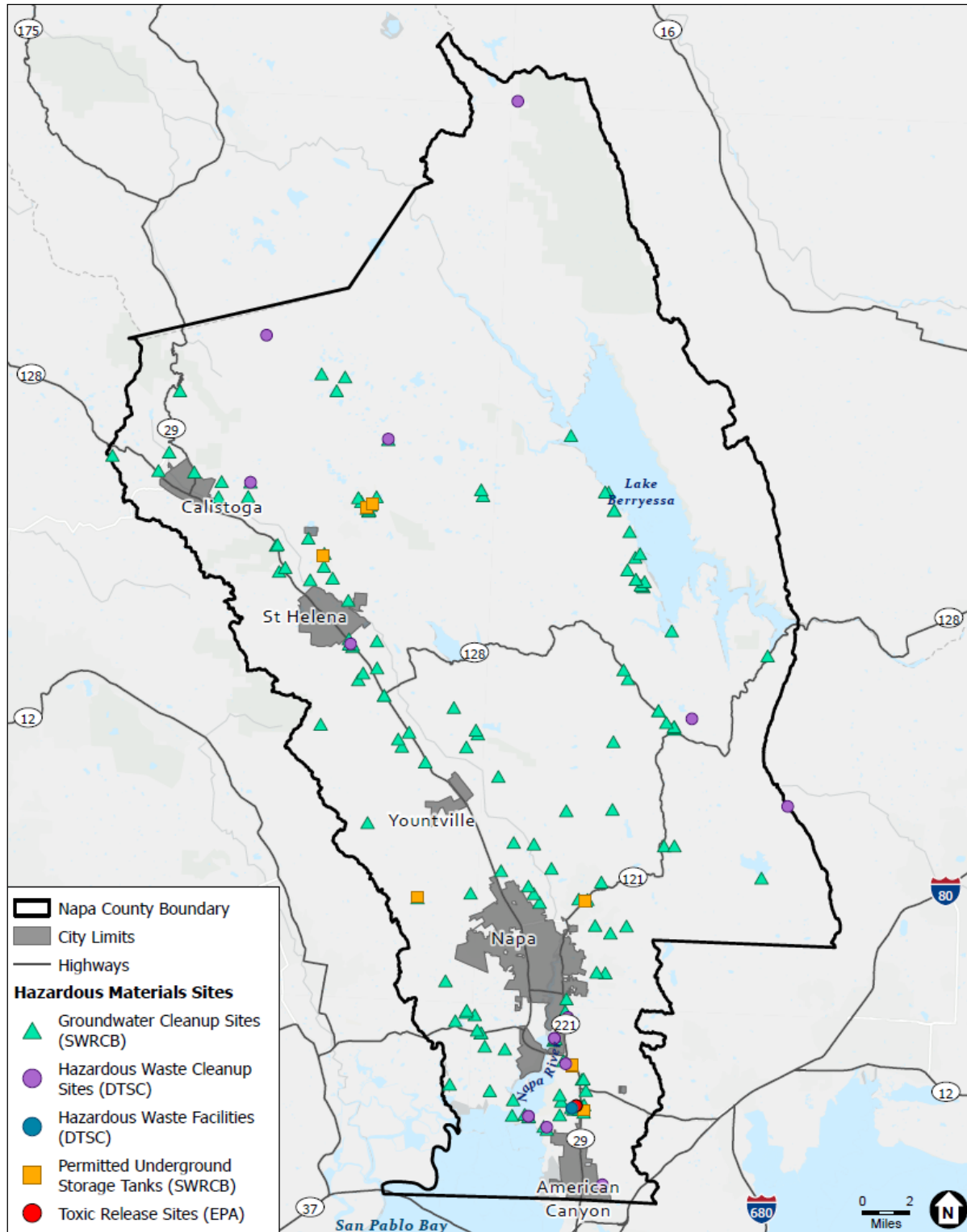


Figure 2.7-1
Hazardous Materials Sites

In addition, there are certain regulated substances, known as extremely hazardous substances, that require extensive emergency planning. The most common regulated extremely hazardous substance found in the County is anhydrous ammonia, which requires a Risk Management Plan (RMP). There are over 400 other chemicals that may require a RMP.

Policies, Plans, and Regulatory Environment

Given the amount of waste generators and hazard facilities in Napa County, there are a number of Federal, State, and local laws, policies, plans and programs that regulate hazardous materials. These laws and associated regulations include specific requirements for facilities that generate, use, store, treat, and/or dispose of hazardous materials. Relevant regulations and agencies are described below.

Federal

Environmental Protection Agency

The U.S. EPA is the agency primarily responsible for enforcement and implementation of federal laws and regulations pertaining to hazardous materials. The U.S. EPA works closely with other Federal agencies, State and local governments, and Indian tribes to develop and enforce regulations under existing environmental laws. U.S. EPA is responsible for researching and setting national standards for a variety of environmental programs and delegates to states and tribes responsibility for issuing permits, and monitoring and enforcing compliance. The U.S.EPA holds the TRI database as a resource for learning about toxic chemical releases and pollution prevention activities reported by industrial and federal facilities.

Other Federal Agencies

Other Federal agencies that regulate hazardous materials include the Occupational Safety and Health Administration (OSHA) and the Department of Transportation (DOT). The following Federal laws and guidelines govern hazardous materials:

- Federal Water Pollution Control
- Clean Air Act
- Occupational Safety and Health Act
- Federal Insecticide, Fungicide, and Rodenticide Act
- Comprehensive Environmental Response, Compensation, and Liability Act
- Guidelines for Carcinogens and Biohazards
- Superfund Amendments and Reauthorization Act Title III
- Resource Conservation and Recovery Act
- Safe Drinking Water Act
- Toxic Substances Control Act

Prior to August 1992, the U.S. EPA was the principal agency at the Federal level regulating the generation, transport and disposal of hazardous waste, under the authority of the Resource Conservation

and Recovery Act (RCRA). As of August 1, 1992, however, the EPA authorized transfer of authority to implement the State's hazardous waste management program to the California Department of Toxic Substance Control (DTSC). The Federal EPA continues to regulate hazardous substances under the Comprehensive Response Compensation and Liability Act (CERCLA). Under CERCLA, the U.S. EPA has authority to seek the parties responsible for releases of hazardous substances and ensure their cooperation in site remediation. CERCLA also provides federal funding (the "Superfund") for remediation.

State

California Environmental Protection Agency

The California Environmental Protection Agency (CalEPA) and the State Water Resources Control Board (SWRCB) establish rules governing the use of hazardous materials and the management of hazardous waste. Applicable State and local laws include the following:

- Public Safety/Fire Regulations/Building Codes
- Hazardous Waste Control Law
- Hazardous Substances Information and Training Act
- Air Toxics Hot Spots and Emissions Inventory Law
- Underground Storage of Hazardous Substances Act
- Porter-Cologne Water Quality Control Act

CalEPA protects Californians from hazardous waste and hazardous materials by ensuring local regulatory agencies consistently apply statewide standards when they issue permits, conduct inspections and engage in enforcement activities. This program is known as the Unified Program, which is a consolidation of multiple environmental and emergency management programs.

California Department of Toxic Substance Control

Within CalEPA, Department of Toxic Substances Control (DTSC) has primary regulatory responsibility, with delegation of enforcement to local jurisdictions that enter into agreements with the state agency, for the management of hazardous materials and the generation, transport and disposal of hazardous waste under the authority of the RCRA and the California Health and Safety Code. Senate Bill 1082 requires the establishment of a unified hazardous waste and hazardous materials management program. The result was the CalEPA Unified Program. The Unified Program consolidates, coordinates, and makes consistent the administrative requirements, permits, inspections, and enforcement activities of six environmental and emergency response programs. State agencies responsible for these programs set the standards, while local governments implement the standards. CalEPA oversees implementation of the program and agencies involved in the program are known as the Certified Unified Program Agency, or CUPA.

The Napa County Division of Environmental Health (DEH) is the CUPA for pollution prevention in all cities, towns, and areas of Napa County and is discussed in detail under the Local section, below.

State Water Resources Control Board (SWRCB)

The SWRCB and nine regional water quality control boards (RWQCBs) are responsible for ensuring implementation and compliance with the provisions of the federal Clean Water Act and the Porter-Cologne Act of 1969. The Porter-Cologne Act is California's statutory authority for the protection of water quality. Along with the SWRCB and RWQCBs, water quality protection is the responsibility of numerous water supply and wastewater management agencies, as well as city and county governments, and requires the coordinated efforts of these various entities. Individual RWQCBs are responsible for identifying, monitoring, and cleaning up leaking underground storage tanks (LUSTs). LUSTs are an important threat to groundwater and pose a potential threat to human health, safety, and the environment. The San Francisco RWQCB's UST cleanup unit provides technical and regulatory oversight for the investigation and cleanup of sites with leaks from USTs.

Aboveground Petroleum Act (APSA)

The APSA went into effect on August 16, 1989. The APSA regulates facilities with aggregate aboveground petroleum storage capacities of 1,320 gallons or more, which include aboveground storage containers or tanks with petroleum storage capacities of 55 gallons or greater. These facilities typically include large petroleum tank facilities, aboveground fuel tank stations and vehicle repair shops with aboveground petroleum storage tanks. The Act does not regulate non-petroleum products. Facilities with total petroleum storage quantities at or above 10,000 gallons are inspected at least once every three years by a CUPA.

Local

Napa County Area Plan

In 1986 and pursuant to California Health and Safety Code Chapter 6.95, Section 25503, the Area Plan program was established as a planning tool for local government agencies to respond to and minimize the impacts from a release or threatened release of a hazardous material. It requires creating an Area Plan which:

- Identifies the hazardous materials which pose a threat to the community
- Develops procedures and protocols for emergency response
- Provides for notification and coordination of emergency response personnel
- Provides for public safety including notification and evacuation
- Establishes training for emergency response personnel
- Identifies emergency response supplies and equipment
- Provides for the critique and follow-up after a major incident

Napa County General Plan

The 2008 Napa County General Plan includes goals and policies to mitigate potential safety issues from hazardous materials.

County CUPA Unified Programs

Pursuant to Senate Bill 1082 (1993), the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program (Unified Program) consolidates, coordinates, and makes consistent hazardous materials and hazardous waste program elements. A CUPA is a county, city, or joint powers agency approved and designated by CalEPA to implement the Unified Program. The Napa County DEH is the CUPA for pollution prevention in all cities, towns and areas of Napa County.

County Capacity to Respond to Hazard

The County currently has programs under the Napa County DEH to address hazardous materials, including: Hazardous Materials Business Plan, Hazardous Waste, Aboveground Petroleum Storage, Underground Storage Tank and California Accidental Release Programs (Napa County CUPA, 2021). Program requirements include container labeling, management and proper disposal to hazardous waste facility, and inventory statements from businesses that handle large quantities of hazardous materials/hazardous waste.

As the CUPA, the Napa County DEH administers the following Unified Programs:

Hazardous Waste Generator

Hazardous waste is subject to storage time limits, container labeling and management, and disposal requirements. As previously mentioned, there are approximately 460 facilities permitted as hazardous waste generators in Napa County. They are inspected triennially.

Underground Storage Tank (UST)

All USTs are subject to monitoring for leakage and are inspected annually by DEH to verify compliance with state laws, regulations, and permit conditions. All new tank installations, modifications/repairs, and removals/closures are permitted by DEH. As indicated above, there are 44 UST facilities in Napa County and of those, 43 are permitted.

Hazardous Materials Business Plan/Hazardous Materials Inventory Statement

DEH conducts regulatory oversight (review of plans and inspections) of all businesses including farms, federal agencies, state agencies, and local agencies that handle quantities of hazardous materials/hazardous waste greater than or equal to 55 gallons of liquid, 500 pounds of solids, and 200 cubic feet of a compressed gas at any time. There are an estimated 1,250 facilities throughout the County that are subject to the regulatory requirements of this program that are inspected once every three years (triennially). There are 9 facilities throughout Napa County that are subject to the regulatory requirements of this program that are inspected triennially.

Stormwater Management & Control

DEH inspects two type of facilities that are already permitted for a Unified Program: Facilities that are required, per their Standard Industrial Classification (SIC) code, to prepare a Stormwater Management Plan and those facilities that may otherwise pose a threat to stormwater. There are approximately 500 facilities that are inspected triennially.

Abandoned Vehicle Abatement

DEH responds to complaints within the unincorporated County regarding vehicles that are considered abandoned, which means a vehicle or parts thereof that is left on a highway, public property, or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interest in it may be reasonably concluded. In reaching a reasonable conclusion, factors to consider include the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses.

Remediation Oversight of Contaminated Properties

If contamination is discovered at a property, DEH may issue an order requiring corrective action whenever it determines that there is or has been a release, as defined in the California Health and Safety Code, Chapter 6.8 (commencing with Section 25300), of hazardous waste or constituents into the environment. All remedial activities will be conducted with oversight pursuant to Chapter 6.8.

Technical Reference for Emergency Response

DEH coordinates with emergency response agencies to aid in the identification of chemicals released into the environment during an incident and to ensure their proper remediation.

Napa Risk Management Plan

Risk management plans are required to be prepared upon identification of a regulated substance (highly hazardous material). A risk management plan describes what the hazardous material is, when it was identified, as well as the mitigation and monitoring systems in place. Pursuant to the California Accidental Release Prevention Program, the County requires businesses that meet threshold quantities specified by U.S. EPA that are subject to both state and federal RMP requirements to provide their RMP to both the local CUPA and the U.S. EPA on the date on which the regulated substance is first present. Every three years the owner must certify compliance of their processes and practices and every five years the owner must update their RMP and reevaluate that their process hazard analysis remains current.

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2.8 Pandemic Disease

The U.S. Center for Disease Control defines an **outbreak** as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An **epidemic** is a localized outbreak that spreads rapidly and affects many people or animals in a community. A **pandemic** is an epidemic that occurs worldwide or over a very large area and affects a large number of people or animals.



Understanding Disease

The following are the most common types of pandemic diseases in the Napa County planning area (Napa County Office of Emergency Services, 2020):

- **Influenza**

Influenza (Flu) is a contagious respiratory illness caused by influenza viruses that infect the nose, throat, and sometimes the lungs. Symptoms include fever, cough, sore throat, runny or stuffy nose, muscle or body aches, and fatigue. According to Tokars et al, on average, about 8% of the U.S. population gets sick from flu each season, with a range of between 3% and 11%, depending on the season.

- **West Nile Virus**

West Nile virus (WNV) is a mosquito-borne disease that is common in Africa, west Asia, the Middle East, and more recently, North America. Human infection with WNV may result in serious illness.

- **Hepatitis C**

Hepatitis C is a liver infection caused by the hepatitis C virus (HCV). Hepatitis C is spread through contact with blood from an infected person. Today, most people become infected with the hepatitis C virus by sharing needles or other equipment used to prepare and inject drugs. For some people, hepatitis C is a short-term illness, but for more than half of people who become infected with the hepatitis C virus, it becomes a long-term, chronic infection. Chronic hepatitis C can result in serious, even life-threatening health problems like cirrhosis and liver cancer. While there is no vaccine for Hepatitis C, the best way to prevent transmission of this virus is by avoiding behaviors that can spread the disease, especially injecting drugs.

- **Lyme Disease**

Lyme disease is an infectious disease caused by a bacterium known as a spirochete. People get Lyme disease when a tick infected with the Lyme disease bacterium attaches and feeds on them. Lyme disease has been reported from many areas of the country, including California.

- **Rocky Mountain Spotted Fever (RMSF)**

Like Lyme Disease, Rocky Mountain spotted fever (RMSF) is a bacterial disease spread through the bite of an infected tick, and is one of the diseases identified by the California Department of Public Health as present within Napa County. RMSF can be deadly if not treated early with the right antibiotic.

- **Measles (Rubeola)**

Also called rubeola, measles is a childhood infection caused by a virus. Measles is especially prominent in small children. As the result of vaccination, measles was declared eliminated (absence of continuous disease transmission for greater than 12 months) from the United States in 2000. Since 2010, there have been approximately 3,309 reported cases of Measles in the United States, six (6) of which have occurred in 2021. In a given year, more cases of measles cases can occur if there is an increase in the number of travelers who get measles abroad and bring it into the U.S. Furthermore, although a vaccine has been developed, further spread of measles cases occur in U.S. communities, especially within pockets of unvaccinated people.

- **Rabies**

Rabies is a fatal but preventable viral disease that infects the central nervous system. It can spread to people and pets if they are bitten or scratched by a rabid animal. In the United States, rabies is mostly found in wild animals like bats, raccoons, skunks, and foxes. However, in many other countries dogs still carry rabies, and most rabies deaths in people around the world are caused by dog bites.

Rabies can be prevented by vaccinating pets, staying away from wildlife, and seeking medical care after potential exposures before symptoms start.

- **Covid 19**

COVID-19 is a dangerous disease caused by a virus discovered in December 2019 in Wuhan, China. It is very contagious and has quickly spread around the world. COVID-19 most often causes respiratory symptoms that can feel much like a cold, a flu, or pneumonia, but COVID-19 can also harm other parts of the body. On February 11, 2020, the World Health Organization announced an official name for the disease: coronavirus disease 2019, abbreviated COVID-19. ‘CO’ stands for ‘corona,’ ‘VI’ for ‘virus,’ and ‘D’ for disease. The virus that causes COVID-19, SARS-CoV-2, is a coronavirus.

Over 380 million doses of the COVID-19 vaccine have been given in the United States from December 14, 2020, through September 13, 2021, and have been scientifically proven to be safe and effective. COVID-19 vaccines were evaluated in tens of thousands of participants in clinical trials and have met the Food and Drug Administration’s (FDA) rigorous scientific standards for safety, effectiveness, and manufacturing quality needed to support approval or authorization of a vaccine.

- **H1N1 Flu**

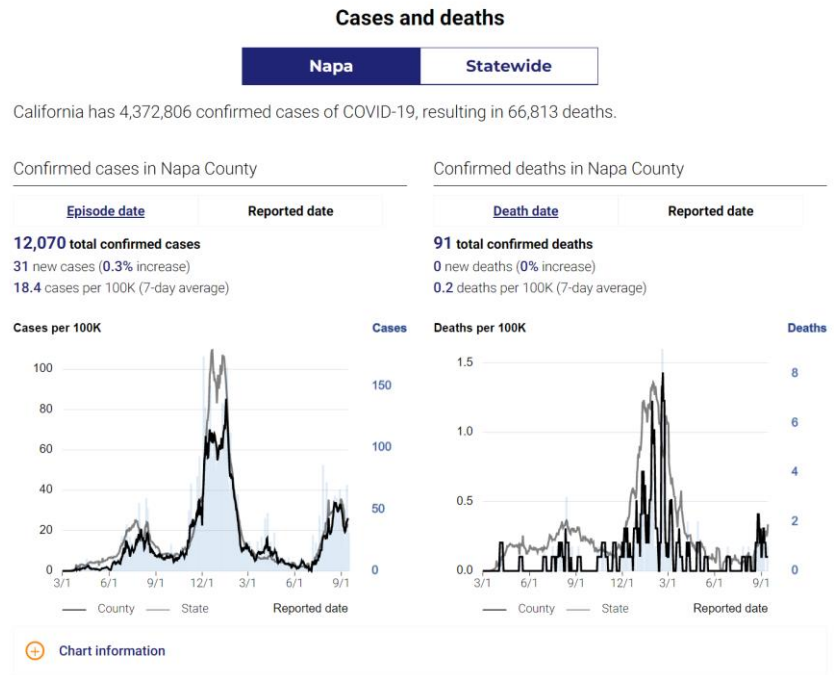
H1N1 emerged in the Spring of 2009 and spread quickly across the globe. H1N1 was subsequently designated a pandemic shortly thereafter. While similar to the common flu, the H1N1 virus contains a unique combination of influenza genes not previously identified in animals or people. It is estimated that 0.001 percent to 0.007 percent of the world’s population died of respiratory complications associated with (H1N1)pdm09 virus infection during the first 12 months the virus circulated (CDC, 2019). On August 10, 2010, WHO declared an end to the global 2009 H1N1 influenza pandemic. However, the H1N1 virus continues to circulate as a seasonal flu virus, and causes illness, hospitalization, and deaths worldwide every year.

Risk Assessment

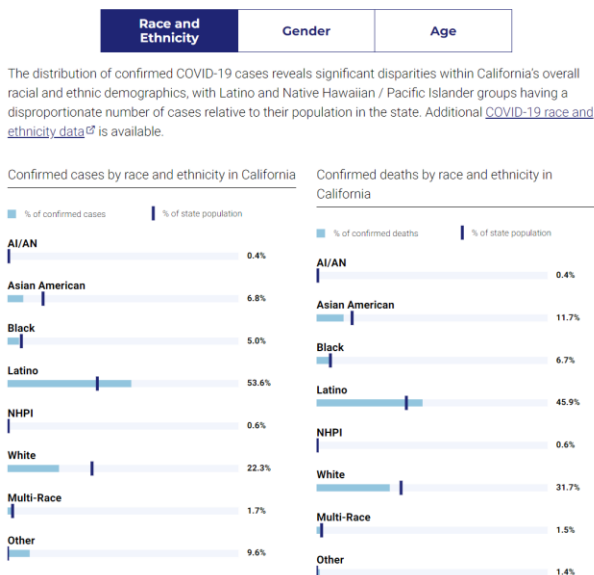
Recent Events

As mentioned above, there are several major diseases that have been found to be present in Napa County, including Lyme Disease, Rocky Mountain Spotted Fever, Influenza, H1N1 flu, and COVID-19 (California Department of Public Health; Napa County Mosquito Abatement District; Association of Bay Area Governments).

In March of 2020, all Bay Area counties, including Napa County, declared a regional shelter in place order to limit the spread of COVID-19. Although the State of California has lifted these restrictions as of June 15th 2020, the COVID-19 pandemic is still present. As of September 17th 2021, there is a daily average of 8,153 new coronavirus cases (California For All, 2021). According to the California Department of Public Health's State Dashboard, in Napa County, there have been 12,070 total confirmed cases of COVID-19 and 91 total confirmed deaths as of October, 2021 (California Department of Public Health, 2021).



Cases and deaths by ethnicity, gender, and age



COVID-19 data has shown significant risk and health disparities within several communities in California, most notably in the Latinx, Native Hawaiian / Pacific Islanders, and African American communities. . As a whole in the State of California, Latino people account for 53.6% of confirmed cases, while making up 38.9% of California's population. This effectively translates to 1 of 2 Latinx people infected with COVID-19, while the White population has accounted for 22.3% of confirmed cases of COVID-19, while making up 22.3% of California's population.

Pandemic and Disease Vulnerability Analysis

According to the MJHMP vulnerability assessment, none of the health hazards addressed are considered to have a measurable impact on the built environment in the planning area. However, the entire planning area, including all citizens in Napa County, are susceptible to human health hazards discussed in this profile. Unlike other hazards discussed in this analysis, pandemic and disease are difficult to map due to the way in which viruses and diseases are transported.

Vulnerable Development, Critical Facilities, and Infrastructure

None of the health hazards addressed in this profile are considered to have any measurable impact on critical facilities in the planning area. However, healthcare facilities (and veterinary clinics) are prepared for pandemic disease hazards. These facilities in Napa County are illustrated in **Figure 2.8-1**. Emergency management planning incorporates all disciplines responding to an event, (fire agencies, law enforcement, first responder ground and air ambulance agencies, public health, mental and spiritual health). Planning includes identifying shelters, alternate treatment facilities, isolation capacity, and methods to immediately expand physical and human resources.

County Capacity to Respond to Hazards

The economic impact of a human health hazard could be localized to a single population or could be significant, depending on the number of cases and available resources to care for those affected. The Napa County Department of Health and Human Services Public Health Division is the primary agency charged with increasing capacity to respond to pandemics and diseases in Napa County. The County has several programs in place that work to combat the effects of these diseases including, but not limited to:

- Alcohol and Drug Services
- Child Abuse and Neglect Reporting
- Mental Health Services
- Immunization Clinics
- Health Equity
- Public Health Communication

As illustrated by these programs and activities, Napa County is consistently working to increase capacity to respond to current and future pandemics and diseases. Specific agencies that aim to increase adaptive capacity to flood hazards are detailed below.

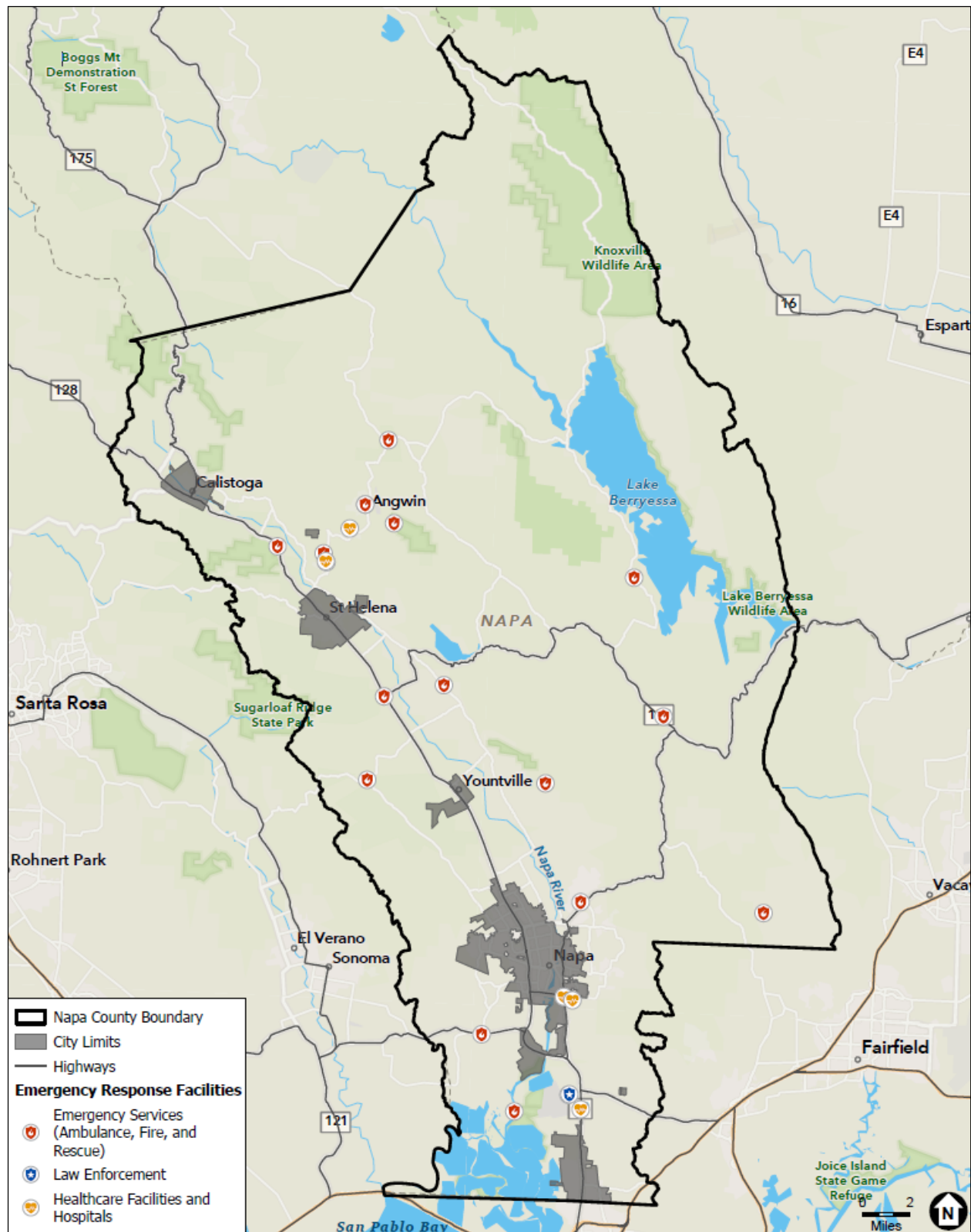


Figure 2.8-1. Napa County Emergency Response Facilities Map 2000 – 2020

The COVID-19 Pandemic

On June 15, Napa County aligned with California Department of Public Health (CDPH) and the State of California to fully reopen, removing capacity and distancing restrictions for most businesses and activities. However, Napa County and other agencies across the San Francisco Bay Area continues to track a series of health indicators to monitor the impact of COVID-19 in our community. Making this data publicly accessible will ultimately work to assist the decision-making process and help to maintain community safety and a strong, functioning economy.

Table 2.8-1 shows the 7 Day Average of Hospitalized COVID-19 patients at two hospitals serving Napa County residents (The Californian, 2021)

TABLE 2.8-1. 7 DAY AVERAGE OF HOSPITALIZED COVID-19 PATIENTS- NAPA COUNTY

Hospital	All Hospital Beds	7 Day Average of Hospitalized COVID-19 Patients
Queen of the Valley Medical Center	155.0	8.6
Adventist Health St Helena	53.9	4.9

Plans, Policies, Programs, and Regulatory Environment

In the United States, there are several regulatory agencies that drive public health policy. These agencies are present at all levels of government and are described below:

U.S. Department of Health and Human Services (DHS)

The U.S. Department of Health and Human Services has statutory responsibility for preventing the introduction, transmission, and spread of communicable diseases in the United States.

California Department of Public Health (CDPH)

The essential functions of the Department are critical to the health and wellbeing of people and communities. CDPH's fundamental responsibilities are comprehensive in scope and include infectious disease control and prevention, food safety, environmental health, laboratory services, patient safety, emergency preparedness, chronic disease prevention and health promotion, family health, health equity and vital records and statistics.

CDPH's key activities and services include protecting people in California from the threat of preventable infectious diseases like Zika virus, HIV/AIDS, tuberculosis and viral hepatitis, and providing reliable and accurate public health laboratory services and information about health threats.

The State of California Beyond the Blueprint

The California Department of Public Health developed this action plan to facilitate the reopening of the economy and state in response to the COVID-19 pandemic. This document identifies the general public health requirements and recommendations that different businesses and economic sectors must follow given the ongoing impacts of the COVID-19 pandemic.

Napa County Mosquito Abatement District (NCMAD)

Napa County Mosquito Abatement District (NCMAD) has been controlling mosquito populations for the citizens of Napa County since 1925. The Board of Trustees comprises representatives from each incorporated City and the County and governs the District. There are currently eight employees who are responsible for controlling mosquitoes throughout the County.

NCMAD works closely with other public agencies, park districts, and wineries to provide an effective and environmentally-sound mosquito control program. The District also works with planning agencies to minimize mosquito production in wetland restoration and enhancement projects.

Napa County Department of Health and Human Services – Public Health Division

The Napa County Public Health Division serves the people of Napa County by serving the Napa County community and supporting its health and well-being. The Public Health Division works towards its mission by administering localized public health programs related to maternal child and adolescent health, communicable diseases, chronic disease, health equity, and more.

Napa County Multi Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses from pandemics and diseases.

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2.9 Severe Weather

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. Severe weather includes thunderstorms, powerful winds, heavy rains, hail, heat waves, tornadoes, dust storms, winter weather and freeze events (i.e., snowstorms and ice storms).

Severe weather events can be categorized into two groups: general severe weather, which form over wide geographic areas; and localized severe weather, which occur in a limited geographic area. It is important to note that severe weather is not the same as extreme weather, which refers to unusual weather events at the extremes of the historical distribution for a given area.



The Napa County MJHMP Planning Committee identified four types of severe weather events that most typically impact Napa County (Napa County Office of Emergency Services, 2020).

- high wind
- snowstorms/ice storms/freeze events
- hail
- high heat/heat waves
- Heavy rainfall

Risk Assessment

Local Conditions

Each of the five severe weather events listed above are described in detail below (Napa County Office of Emergency Services, 2020):

High Wind

Damaging winds are classified as those exceeding 60 mph and account for half of all severe weather reports in the contiguous United States.

Figure 2.9-1 below illustrates average wind speeds that occur in Napa County. The highest wind speeds in Napa County can be experienced along the Highway 29 corridor, north of the City of Calistoga. According to WeatherSpark, high winds in Napa County most often occur from the west for 8.4 months from February to November and from the north for 3.6 months, from November to February.

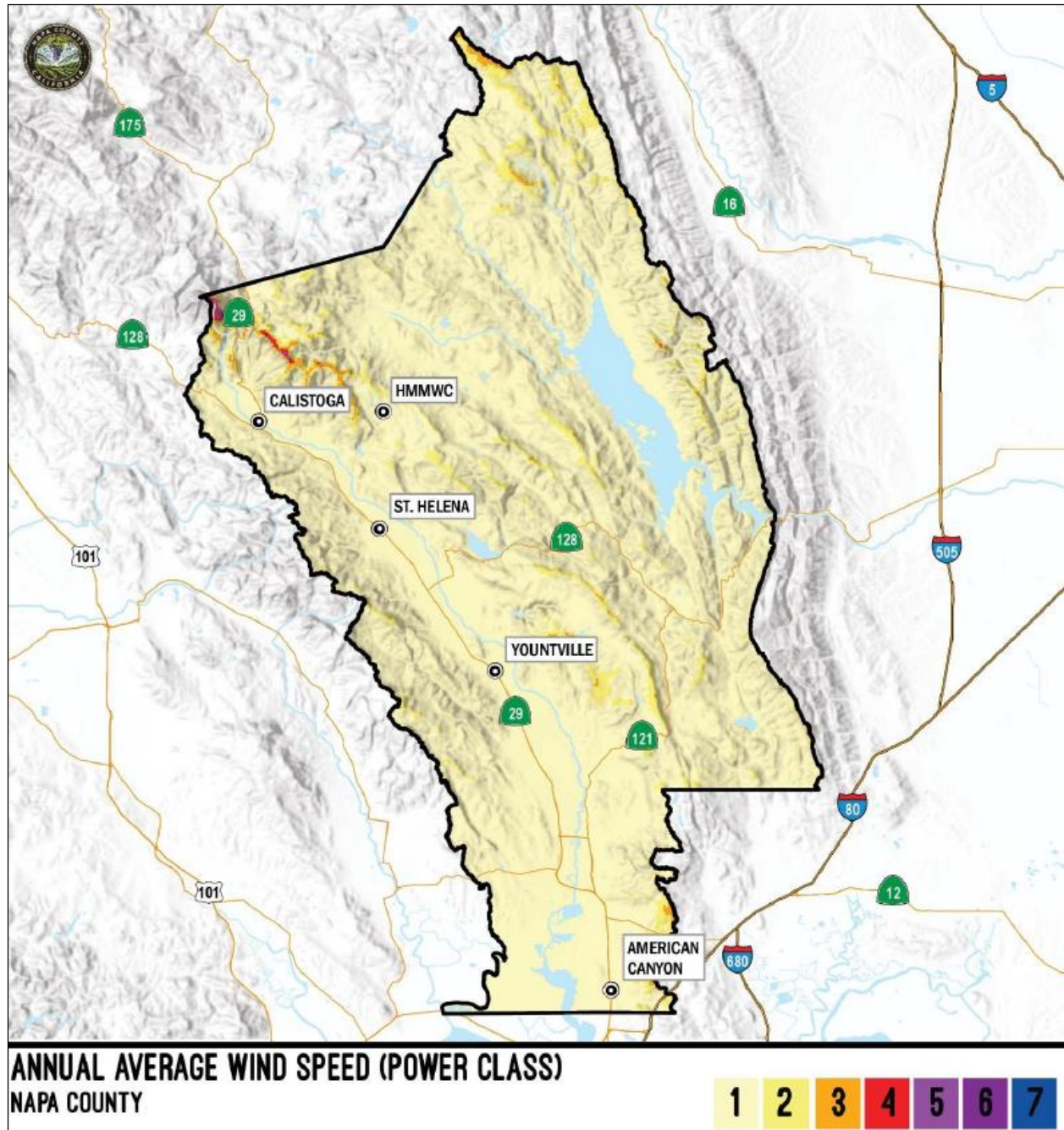


Figure 2.9-1. Annual Average Wind Speed

MJHMP FIGURE 4-41 NAPA COUNTY ANNUAL AVERAGE WIND SPEED

High Heat / Heat Waves

Heat waves are periods of abnormally hot weather lasting days to weeks. According to information provided by FEMA, extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks.

Figures 2.9-2 and 2.9-3 below illustrate average minimum and maximum temperature patterns that have occurred in Napa County over the course of a 30-year period. The maximum temperature that has occurred in this period exceeds 95 degrees, while the minimum temperature is below 30 degrees. Recent climate research indicates that extended periods of volatile weather could become more common in the future. According to the MJHMP, historic heat events have occurred within the summer months from May to September.

Lastly, both winter weather and heat waves pose significant public health risks to humans.

Winter Weather / Freeze Events

Winter weather in Napa County usually consists of heavy rains from November to April and occasional frost events. Late or early freeze events can have a devastating effect on agriculture and the economy of the region. Freeze events are becoming less exceptional as extreme weather conditions become more common due to climate change and weather patterns become more volatile.

Although not listed in the MJHMP as one of the frequent severe weather events that occur in Napa County, many of the severe weather events that have occurred since the year 2000 are related to heavy rain. Heavy rain events since the year 2000 have caused a total of \$105,000 worth of property damage in Napa County (Napa County Office of Emergency Services, 2020).

Hail

Hail occurs when updrafts in thunderstorms carry raindrops upward into extremely cold areas of the atmosphere where they freeze into ice.

Increased Rainfall

Although not listed in the MJHMP as one of the frequent severe weather events that occur in Napa County, many of the severe weather events that have occurred since the year 2000 are related to heavy rain. **Figure 2.9-4** illustrates the County's average annual precipitation in inches. Heavy rain events since the year 2000 have caused a total of \$105,000 worth of property damage in Napa County (Napa County Office of Emergency Services, 2020).

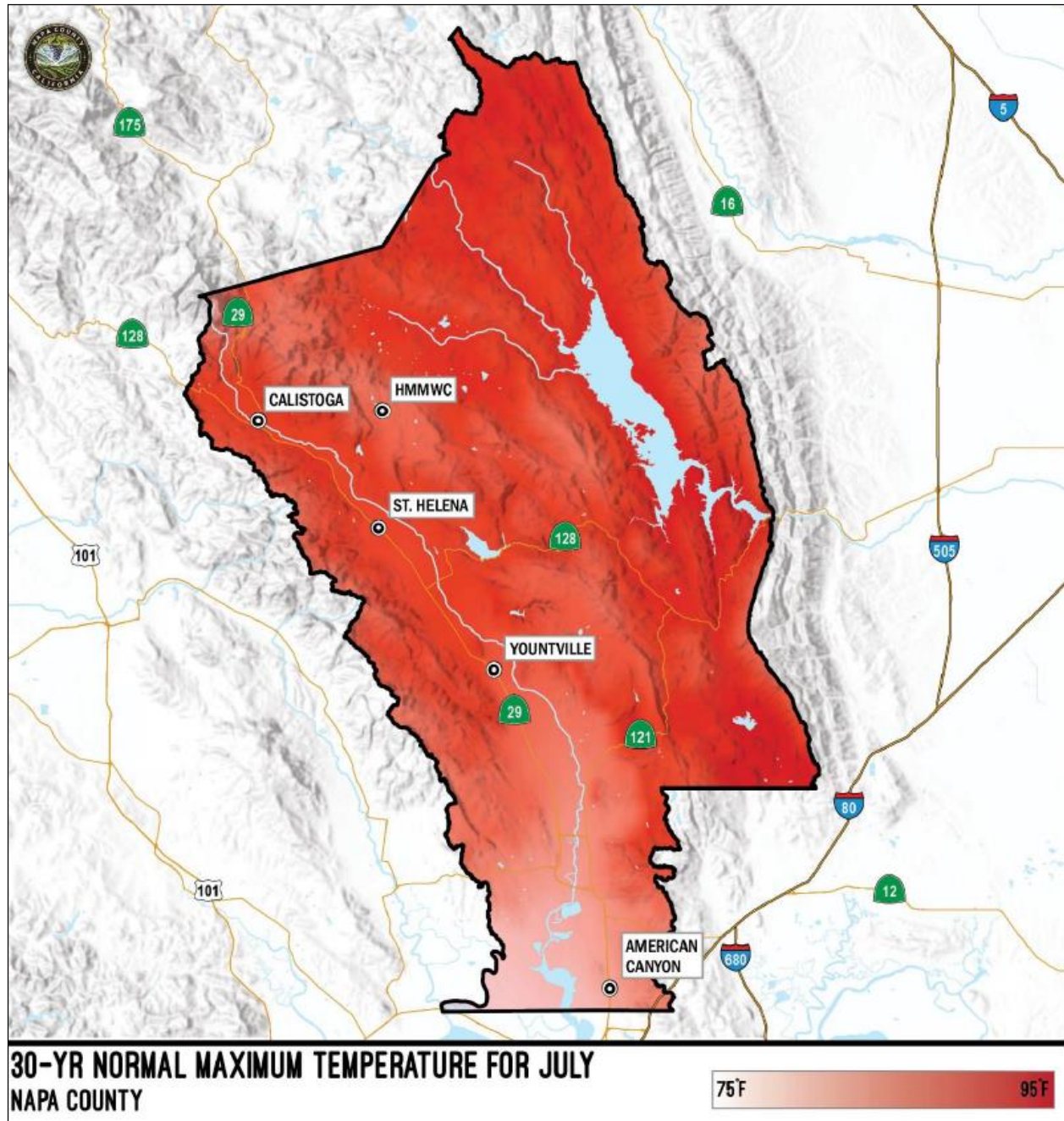


Figure 2.9-2. 30-Yr Maximum Normal Temperature for July

MJHMP FIGURE 4-39 AVERAGE ANNUAL PRECIPITATION (1981 – 2010)

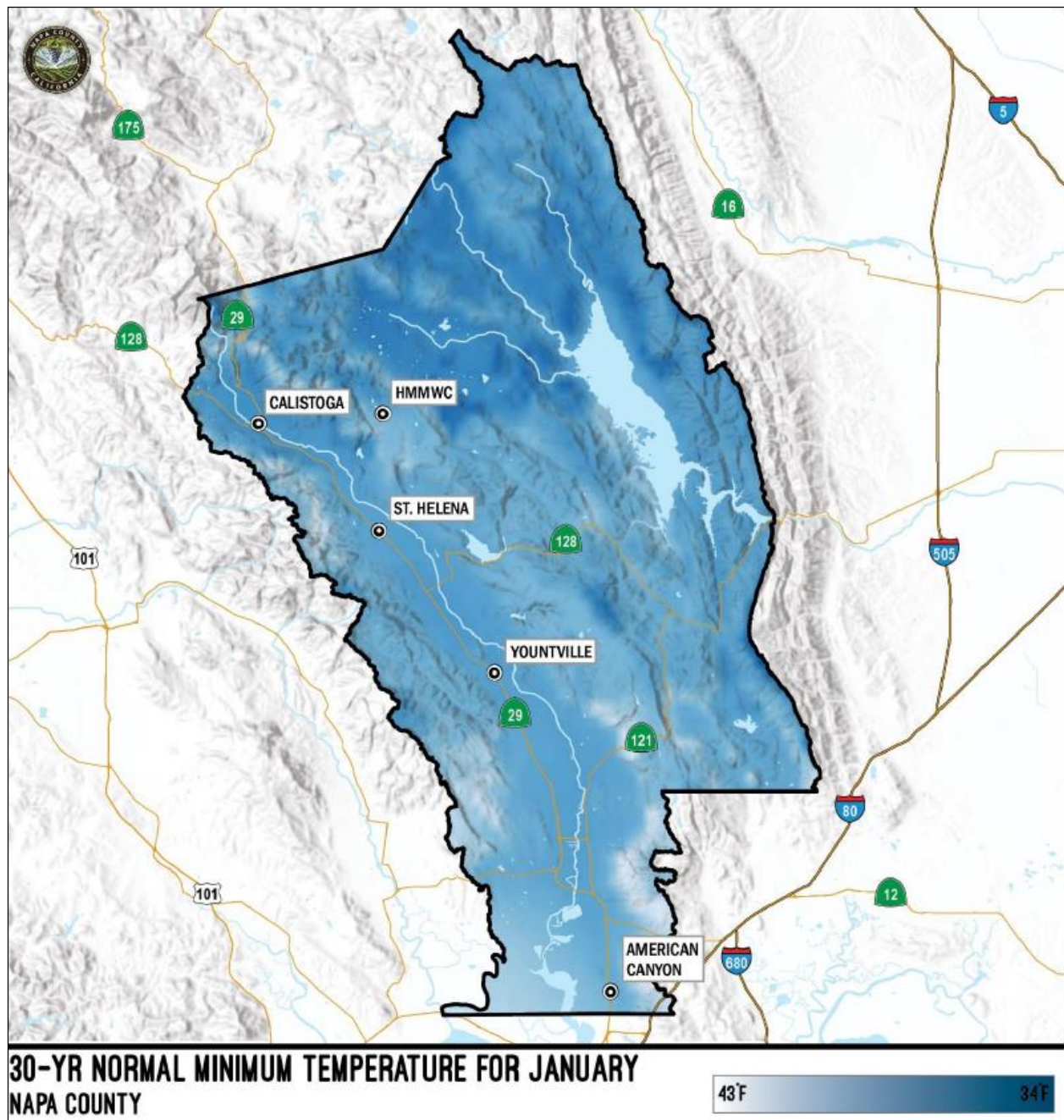


Figure 2.9-3. 30-Yr Minimum Temperature for January

MJHMP FIGURE 4-40 30-YR NORMAL MINIMUM TEMPERATURE FOR JANUARY (1981 – 2010)

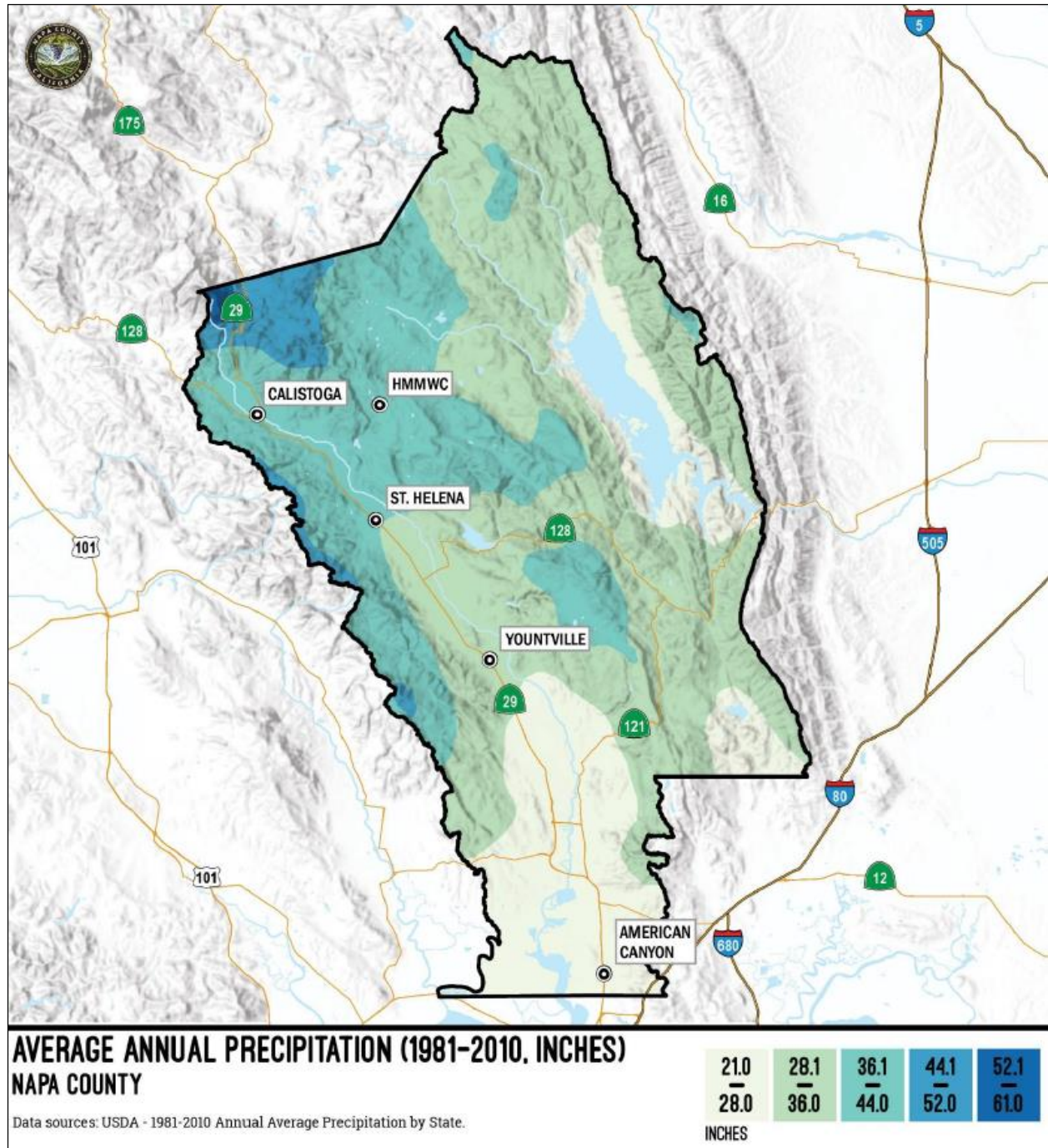


Figure 2.9-4. Napa County Annual Average Precipitation (1981 – 2010)

MJHMP FIGURE 4-38 AVERAGE ANNUAL PRECIPITATION (1981 – 2010)

Severe Weather Vulnerability Analysis

Population

All people, property, and environments in the Napa County planning area would be exposed to some degree to the impacts of severe weather events. Populations living at higher elevations with large trees and surrounding power lines may be more susceptible to wind damage and black out, while populations in low-lying areas are at risk for possible flooding from increased rainfall.

Vulnerable populations such as the elderly, low income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents living in areas that are isolated from major roads have the potential to suffer to a greater extent during severe weather events.

Vulnerable Development, Critical Facilities, and Infrastructure

As mentioned above, all property is vulnerable during severe weather events, but properties in poor condition or in particularly vulnerable locations may risk the most damage. Those in higher elevations and on ridges may be more prone to wind damage. Those that are located under or near overhead lines or near large trees may be vulnerable to falling ice or may be damaged in the event of a collapse. Crops may be damaged by frost, especially in February when the first stages of vine growth are occurring, and plants are more susceptible to damage.

Loss of roads, power, and communication lines are the primary failures resulting from severe weather, including damage caused to infrastructure by high winds, snowstorms, and freeze events.

County Capacity to Respond to Hazards

Like with many hazards that have the potential to occur with little warning time, Napa County Emergency Services Department uses the Integrated Public Alert and Warning System (IPAWS) to provide the public with life-saving information quickly. IPAWS notifications can be sent directly to mobile phones and broadcasted via radio or television.

As severe weather events consist of a suite of weather types that have the ability to affect the Napa County community as a whole, the ability to withstand these impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The most common problems associated with severe storms are immobility and loss of utilities.

Plans, Policies, Programs, and Regulatory Environment

The Napa County MJHMP acknowledges that there are very few formal regulations that pertain directly to severe weather events. However, the **International Building Code**, adopted by several jurisdictions in Napa County, is generally adequate to properly address development impacts from severe weather events through specific building code standards.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to severe weather events, as a whole.

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2.10 Slope Failure

In Napa County, slope failure hazards are a considerable threat to everyday services, including emergency response capabilities and transportation facilities. **Slope stability** refers to the landslide susceptibility of slopes composed of natural rock, soils, artificial fill, or combinations thereof.

Slope failure refers to debris flow, landslides, mudflow, and rockfall, which collectively may cause damage across the County. These hazards rarely present a threat to human life, but most often result in a disruption of everyday services such as emergency response capabilities. Landslides can block transportation routes, dam creeks and drainages, and contaminate water supplies. When these hazards affect transportation routes, they are frequently expensive to clean-up and can have significant economic impacts to the County.



Landslide and Debris Flow. Courtesy of Napa County

The County has identified three types of slope failure: landslides, debris flow, and rockfall as hazardous concerns, which are described in detail below.

Landslide

Landslides are masses of rock, earth, or debris that move down a slope. Landslides move along surfaces of separation by falling, sliding, and flowing, giving rise to many characteristic features. The features range in appearance from being clearly noticeable, largely unweathered and uneroded, to highly weathered and eroded, recognized only by topographic layouts.

Landslide types include rotational slides and translational slides. A **rotational landslide** is the downward and

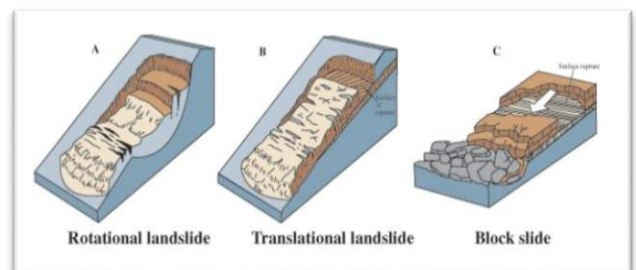
outward movement of a mass on top of a curved surface

where the toe is often a large, disturbed mound of geologic material, forming as the landslide moves past its original rupture surface. The toe of the landslide marks the end of the moving mass (material). A

translational landslide is a mass that slides downward and outward on top of an inclined flat surface

where material accumulates at the front of the landslide. A **block slide** is a translational slide in which the moving material consists of a single unit or a few closely related units that move downslope as one mass.

Rotational landslides commonly show slow movement, while translational landslides are rapid movements.



Landslide Types. Courtesy of Napa County

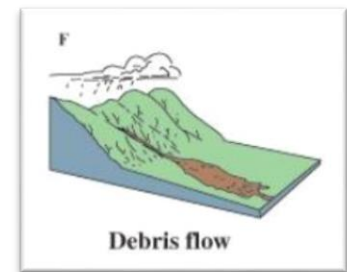
Landslides are characteristically abundant in areas of high seismicity, steep slope, and high rainfall, but may be triggered by any, or a combination, of the following:

- Type and structure of earth materials,
- steepness of slope,
- water,
- vegetation,
- erosion, and
- earthquake-generated groundshaking.

Debris Flow

Debris flow may develop when slope material becomes saturated with water. From a geologic perspective, there are generally two types of debris flows described in detail below.

Debris Flows Related to Shallow Landslides occurs on hillslope due to soil failure in which soil liquefies and runs downhill. This type of debris flow generally results from a shallow landslide (less than 10 to 15 feet deep) and has a discrete initiation zone depositional area (specific area where sediments are deposited). Shallow landslides tend to occur in winter but are most likely after prolonged periods of heavy rainfall when soil materials are saturated. Debris flows are typically more dangerous because they are fast moving, causing both property damage and loss of life.



Debris Flow. Courtesy of Napa County

Post-Wildfire Debris Flows are a result of post-fire conditions, where burned soil surfaces enhance rainfall runoff that concentrates in a channel and picks up debris as it moves. The post-fire debris flow has a less discrete initiation zone but is similar to a debris flow derived from hillslopes in that it may result in inundation and a detrimental impact on lives and property within its zone of runout and deposition (where the sediments are deposited). It can result in downstream flooding.

An example of a catastrophic post-fire debris flow is the event that occurred in Santa Barbara County on January 9, 2018, when, after the Thomas Fire, numerous canyons deposited debris flows onto urbanized alluvial fans (triangle-shaped deposit of gravel, sand, and even smaller pieces of sediment, such as silt) in Montecito and Carpinteria. (CalOES, 2018)

According to the National Oceanic and Atmospheric Administration (NOAA), debris flow is the most common type of slope failure in Napa County, occurring typically during winter months. **Table 2.10-1, Debris Flow Events in Napa County**, lists the debris flow events that have taken place in the County between 2000 and 2018

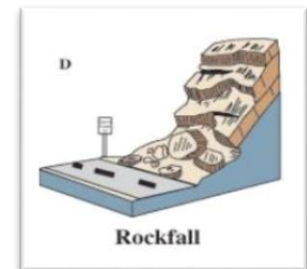
TABLE 2.10-1. DEBRIS FLOW EVENTS IN NAPA COUNTY 2000 – 2018

Date	Deaths	Injuries	Property Damage	Crop Damage
4/1/2006	1	0	\$14.4 million	\$20 million
4/2/2006	0	0	\$11.5 million	None Reported
1/6/2016	0	0	None Reported	None Reported
10/28/2016	0	0	None Reported	None Reported
1/3/2017	0	0	None Reported	None Reported
1/18/2017	0	0	None Reported	None Reported
1/22/2017	0	0	None Reported	None Reported
2/7/2017	0	0	None Reported	None Reported
2/20/2017	0	0	None Reported	None Reported
1/8/2018	0	0	None Reported	None Reported

SOURCE: NOAA; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

Rockfall

Rockfalls are the falling of a newly detached mass of rock from a cliff or rock outcrop or a loose rock that erodes out of unconsolidated debris on a hillside and rolls or falls down a very steep slope. Over-steepened slopes such as at roadcuts or in glaciated terrain are susceptible to rockfall due to the steep slopes that are not highly vegetated or benched, which can help reduce rockfall. Rock outcrops that are highly fractured and/or undercut by weaker rock layers are also susceptible to rockfall.



Rockfall. Courtesy of Napa County

Risk Assessment

Local Conditions

Slope Failure where movement of slides and earth flows might occur are predicted per the location of past movements. Past landslides can be recognized by their distinctive topographic shapes, which can remain in place for thousands of years and can range from a few acres to several square miles. Most landslides show no evidence of recent movement and are not currently active. A small proportion of them may become active in any given year, with movements concentrated within all or part of the landslide masses or around their edges. These areas are recognized as they are important to identify current areas susceptible to flows and slides, because they can be reactivated by earthquakes or by exceptionally wet weather. **Figure 2.10-1, Napa County Landslide Susceptibility**, shows low, moderate, and high landslide susceptibility in unincorporated Napa County. Most of the high susceptibility areas are in the hilly regions bordering the Napa Valley.

Landslides are most frequently triggered in periods of high rainfall, which is typically between November and April in Napa County. The hazard is greatest in steeply-sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. Slope steepness and underlying soils are the most important factors affecting the landslide hazard. However, surface and subsurface drainage patterns also affect the landslide hazard, and vegetation removal can increase the likelihood of a landslide (Association of Bay Area Governments, 2018).

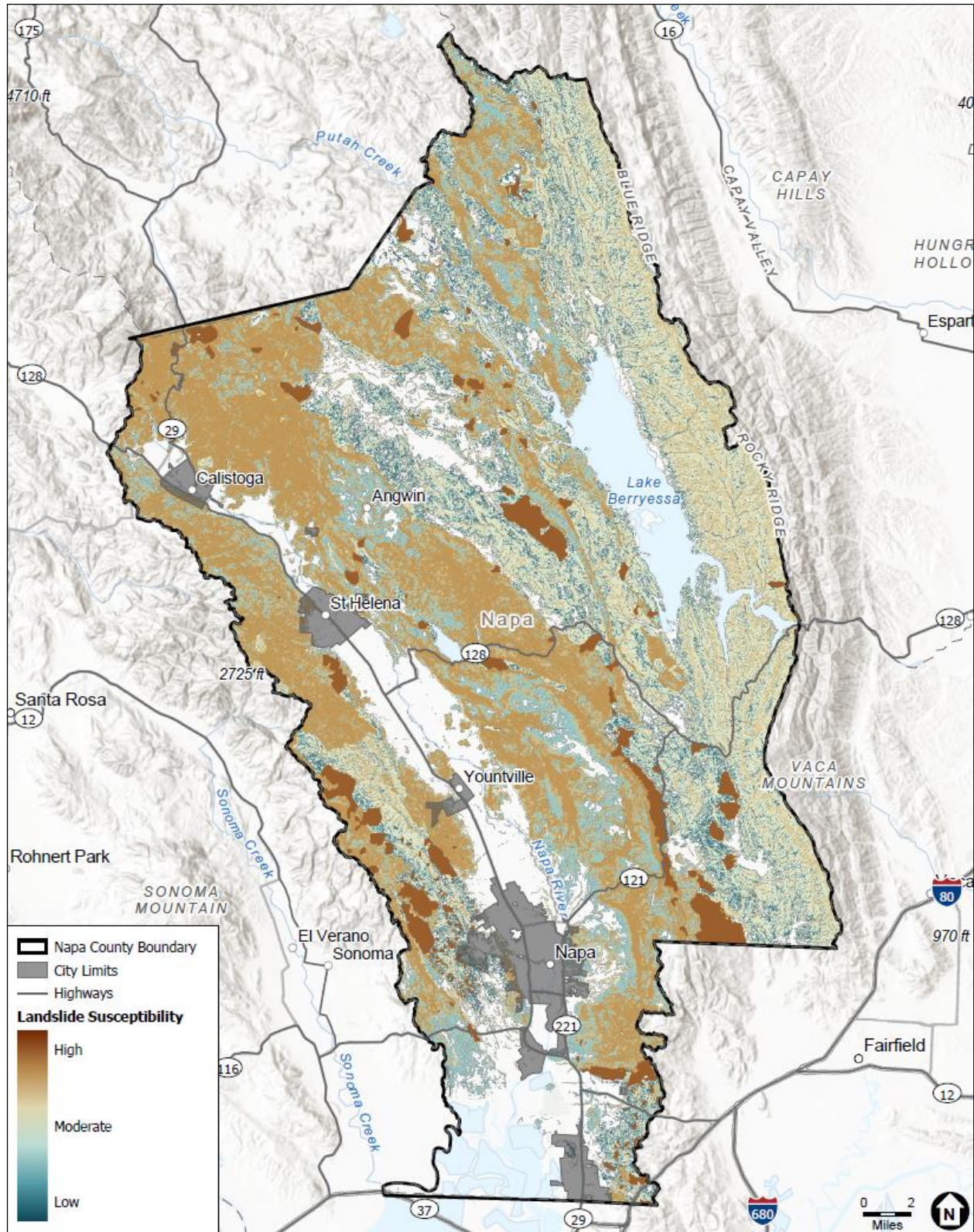


Figure 2.10-1. Napa County Landslide Susceptibility

Landslides are often triggered by other natural hazards such as earthquakes, heavy rain, floods, or wildfires, so landslide frequency is often related to the frequency of these other hazards. The probability of slope failure occurring in Napa County is likely (between 10 and 100% annual probability).

Landslide Vulnerability Analysis

Population

According to the Napa County MJHMP, approximately 19,942 persons, or 58 percent of the County population (34,147), are exposed to slope failure areas as shown in Figure 2.10-1 above. **Table 2.10-2, Population Exposure to Landslide Susceptibility**, shows a breakdown of landslide susceptibility by population count and percentage of total population. Susceptibility was determined by analyzing the proximity of County parcels to landslide hazard areas identified by the California Geologic Survey (CGS). The estimated population was calculated using Geographic Information Systems (GIS) and U.S. Census Bureau information and taking the weighted population within each census block with the percentage of slope hazard areas.

TABLE 2.10-2. POPULATION EXPOSURE TO LANDSLIDE SUSCEPTIBILITY

Landslide Susceptibility	Population Count	% of Total
High	10,717	31.39%
Moderate	3,700	10.84%
Low	5,525	16.18%
Total	19,942	58.40%

NOTES: Population estimates within slope failure areas were generated by analyzing County assessor and parcel data that intersect with landslide hazard areas identified by CGS and avalanche hazards developed by the planning team. Using GIS, U.S. Census Bureau information was used to intersect slope failure hazards an estimate of population was calculated by weighting the population within each census block and track with the percentage of slope hazard areas.

Property

According to the Napa County MJHMP, predominant zoning classes in cities are single-family, vacant and manufactured homes. Parcels and property value exposure to landslides were assessed for 14,654 parcels within unincorporated Napa County. The assessment identified that out of the 14,654 total parcels at a value of 18.3 billion, 2,501 parcels valued at 3.1 billion would be within high susceptibility, 1,965 parcels valued at 1.6 billion would be within moderate susceptibility, and 3,302 parcels valued at 4 billion would be within low susceptibility for a total of 7,768 parcels or 53 percent of total parcels valued at 8.7 billion or 48 percent of total property values.

Critical Facilities, and Infrastructure

The County MJHMP identified 40 critical facilities as being exposed to the landslide hazard to some degree, including essential facilities (hospitals, police stations, and fire stations); high potential loss (church, dams, and historical buildings); transportation and lifeline (roads, bridges, and power lines); and hazmat (landfill). Several types of linear infrastructure can be exposed to mass movements, including

transportation, water, sewer, and power infrastructure. The County MJHMP identified roads, bridges, and power lines as significant infrastructure with a potential for mass movement exposure.

- **Roads:** Access to major roads is crucial to life-safety, response, and recovery operations after a disaster event. Landslides can block egress and ingress on roads, causing isolation for neighborhoods, traffic problems, and delays for public and private transportation, which can also result in economic losses for businesses.
- **Bridges:** Landslides can significantly impact bridges, by knocking out bridge abutments or significantly weaken the soil supporting them.
- **Power Lines:** Power lines are generally elevated above steep slopes, but the towers supporting them can be subject to landslides. A landslide could trigger failure of the soil underneath a tower, causing it to collapse and rip down the lines. Power and communication failures due to landslides can create problems for vulnerable populations and businesses.

Figure 2.10-2, Landslide Vulnerability shows the landslide susceptibility for population and infrastructure in unincorporated Napa County along with exposure summaries for high susceptibility for population, parcel count, parcel value, and critical infrastructure.

Secondary Hazards

Secondary hazards that could trigger or exacerbate slope failure include flooding, wildfires, and post-wildfires. Flooding could undercut the toe of a slope which can remove the support for the slope and cause a landslide or rockfall. Wildfires create an immediate hazard of their own (as discussed in Section 2.11, *Wildfire Hazards*) but can also create long-term impacts by altering the soil structure. Wildfires impede soil ability to absorb moisture and destroy vegetation that binds the soil with roots and absorbs rainfall and runoff with foliage. Post-wildfire could trigger or exacerbate slope failure as rainfall events could create devastating mudflows, debris flows, and landslides.

County Capacity to Respond to Hazard

According to the Napa County MJHMP, the County is equipped to handle future growth within landslide hazard areas. The County has educational programs on how to prepare for slope hazards, including an Emergency Preparedness Guide that holds information on how to prepare emergency kits for resident homes, car, and workplace, (<https://www.countyofnapa.org/DocumentCenter/View/1771/Emergency-Preparedness-Guide-English-PDF?bidId=>).

The County had several Planning Committees from participating jurisdictions identify issues and/or weaknesses for their respective facilities as part of the mitigation identification process. These issues and/or weaknesses were based on the risk assessment and vulnerability analysis, utilizing the Risk Assessment Mapping Platform mapping tool and historic flood data. Slope failure hazard issues and weaknesses included a need for stability issue area maps as well as identified facilities within a moderate landslide area as a concern for potential casualties. Prevention and public education awareness as well as structural projects were listed as County wide priority mitigation actions.

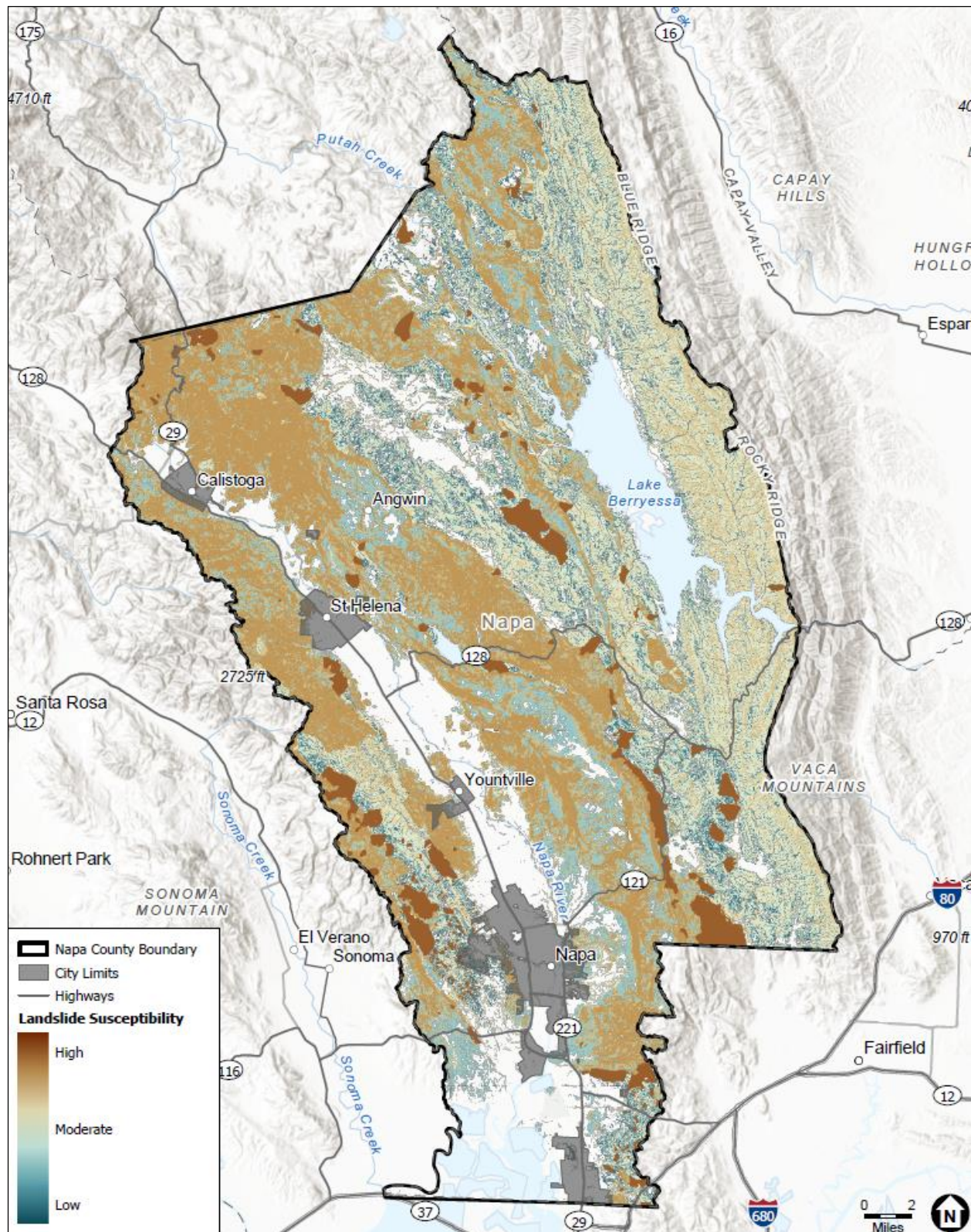


Figure 2.10-2. Landslide Vulnerability

There is still the issue of warning the public of the potential for slope hazard risks. Warning time for hazards such as debris flows, rockfall, and landslides, is often very short and may not occur at all. Identifying areas where these events are known to have occurred, or which have ideal characteristics for these hazards to occur, could help with hazard preparedness when triggering-type events such as earthquake or intense rainfall occur. The County's development of a warning system would be beneficial as it would make proactive response to potential triggering events more effective.

Policies, Plans, and Regulatory Environment

Napa County Operational Area Emergency Operations Plan

The Napa County Public Works Department maintains the County's Emergency Operations Plan (EOP), which provides a framework for Napa County to use in performing emergency functions before, during, and after an emergency event. This EOP supports the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS). The County works together with State, Federal, and local agencies to prevent, prepare for, respond to, and recover from incidents regardless of cause, size, or complexity effectively and efficiently. The EOP supports the overall mission of Napa County Office of Emergency Services (Napa County OES). The Napa County OES is responsible for the development and maintenance of the EOP. The Napa County EOP lists the Public Works Department and Planning, Building, and Environmental Services department as the primary agencies responsible for emergency operations under debris management.

Napa County General Plan

The 2008 Napa County General Plan includes goals and policies to mitigate slope failure.

Napa County Code Section 18.108

Napa County Code includes regulations prohibiting construction, improvement, grading, earthmoving activity or vegetation removal associated with the development or use of land in areas characterized by steep slopes, high erosion potential, unstable soils, combustible vegetation and other sensitive environmental resource areas.

Napa County Landslide Hazard Evaluations

For development projects, the County requires the preparation of a landslide hazard evaluation, which is submitted to the County Planning, Building & Environmental Services Department. The evaluation must be prepared by a California Registered Geologist or Certified Engineering Geologist and include a filed survey as well as a report. The landslide hazard evaluation is conducted in order to determine the effect of slope failures such as landslides on proposed development and more importantly the effect of the proposed project on slope stability and the threat to both existing and proposed improvements. In addition, such evaluations provide some of the information needed to determine how the project will affect the total amount of sediment delivered from the property to the drainage ways involved. (Planning, Building & Environmental Services, 2017)

Napa County MJHMP

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses. The following mitigation actions are identified as County wide priority for implementation:

- **NC-41-2020:** Establish a priority list of slope failure locations and implement slope stabilization projects in the highest risk areas.
- **NC-42-2020:** Construct a slope stabilization project to protect the Angwin Volunteer Fire Department storage facility.

Napa County Code

County Code Chapter 18.108, Conservation Regulations, states that no extensive grading shall be permitted on slopes over 15 percent where landslides or other geologic hazards are present unless the hazard(s) are eliminated or reduced to a safe level to the satisfaction of the County.

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2.11 Wildfire Hazards

A **wildfire** is any uncontrolled fire occurring on undeveloped land that requires fire suppression. Wildfires can be ignited by natural causes such as lightning and severe weather, increased fuels that are exacerbated by drought conditions, or by human-caused activity such as smoking, campfires, downed powerlines, equipment use, and arson. Wildfire can be further exacerbated by severe weather, such as wind, extreme heat, and drought conditions.

In Napa County, wildfires put lives and property at risk and compromise rivers and watersheds, open space, timber, range, recreational opportunities, historic and cultural assets, scenic resources, and local economies. The potential for significant damage to life and property significantly increases in Wildland Urban Interface (WUI) areas. The WUI is the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland and vegetative fuels (FEMA, 2021).



Courtesy of Napa Valley Register

This section will illustrate existing environmental conditions that influence wildfire hazards in Napa County, will characterize wildfire hazards in the unincorporated portions of Napa County, and will provide graphical assessment of community vulnerability to wildfire hazards. Finally, this section will describe relevant state and local regulations that are in place to make Napa County more resilient to wildfire.

Risk Assessment

Local Conditions

According to the Napa County MJHMP, Napa County is characterized by a narrow valley floor surrounded by and intermingled with steep, hilly, wooded terrain—areas highly susceptible to wildfires (Napa County Office of Emergency Services, 2020). The hilly/mountainous terrain on the east and west side of Napa Valley strongly influences both wildland fire behavior and fire suppression capabilities.

The areas in Napa County that are dense with vegetation and contain development can serve as sites for new spot fires that then spread to adjacent structures. The flying embers resulting from fuels are a principal driver of wildfire in wildland urban interface (WUI) areas. The WUI in Napa County is comprised of 486,236 acres and includes Yountville and Lake Berryessa (Napa FireWise, 2020).

Past Wildfire Events

In Napa County, there are four major factors that contribute to historic wildfire events (Napa County Office of Emergency Services, 2020):

- Extreme vegetation diversity and density
- fire weather and fire behavior
- Dynamic fire history
- Development in the WUI

From 2000-2019 there were 10 wildfires burning over 1,000 acres in Napa County, one of which was human caused (Napa County Office of Emergency Services, 2020). As of October 2021, there have been two fires in Napa County. Both of these fires were contained within two days of their start. These events are listed in **Table 2.11-1**, displayed in **Figure 2.11-1**, and are described in greater detail below.

TABLE 2.11-1. WILDFIRE EVENTS IN NAPA COUNTY 2000 – 2020

Date	Event Name	Size in Acres
10/12/2021	Newell Fire	132
9/23/2021	Fremont Fire	116
9/27/2020	Glass Fire	67,484
9/8/2018	Snell Fire	2,488
6/30/2018	County Fire	89,831
10/8/2017	Tubbs Fire	36,702
10/8/2017	Atlas Fire	51,625
10/8/2017	Nuns Fire	55,798
8/2/2016	Cold Fire	5,730
9/12/2015	Valley Fire	76,085
8/9/2015	Jerusalem Fire	25,118
7/22/2015	Wragg Fire	8,049
7/1/2014	Butts Fire	4,297
SOURCE: CALFIRE; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020		

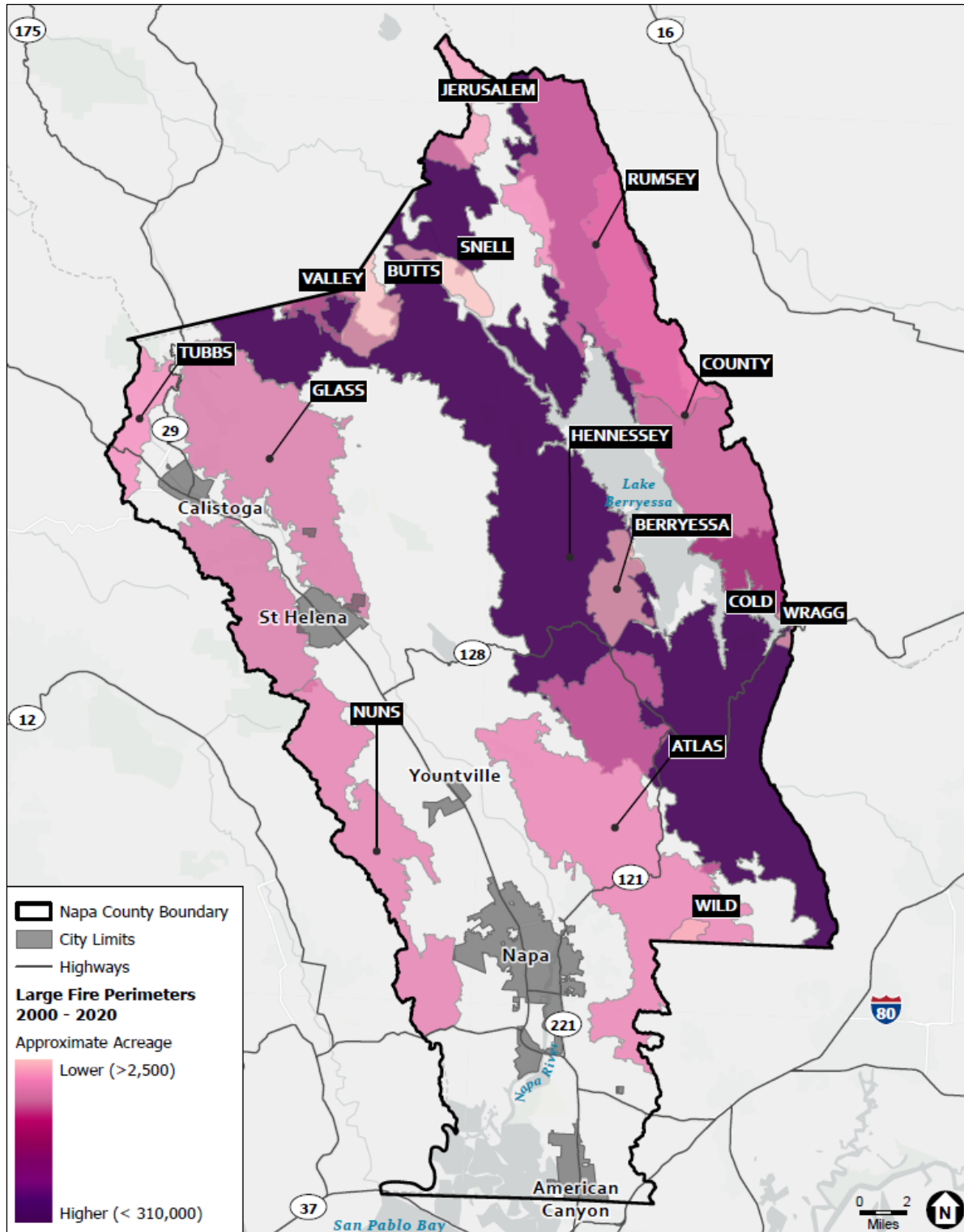


Figure 2.11-1. Napa County Large Fire Perimeters 2000 – 2020

MJHMP FIGURE 4-9 HISTORIC FIRE OCCURRENCE MAP (FIRES GREATER THAN 1,000 ACRES, 2000 - 2019)

Recent Wildfire Events 2014 – 2020

Butts Fire (2014) and Wragg Fire (2015)

Fire activity in 2014 and 2015 in Napa County include the Butts Fire of 2014 and the Wragg Fire of 2015. Ultimately, the Butts Fire consumed 4,300 acres and destroyed 2 residences, while the Wragg Fire consumed 8,051 acres and destroyed 2 outbuildings. (Cal Fire, 2017)

Atlas Fire, Tubbs Fire, and Nuns Fire (also known as Central Lake – Napa – Unit (LNU) Complex Fires) (2017)

The October 2017 Northern California wildfires, also known as the Central LNU Complex, include the Atlas Fire, Tubbs Fire, and Nunns Fire. These fire events affected Napa, Lake, Sonoma, Mendocino, Butte and Solano Counties during severe fire weather conditions. In total, the Tubbs Fire collectively burned 36,807 acres, destroyed 5,636 structures, and resulted in 22 fatalities. At the time, the Tubbs Fire was the most destructive wildfire in California history, burning parts of Napa, Sonoma, and Lake counties and inflicting its greatest losses in the City of Santa Rosa. In Napa County specifically, the Nunns and Tubbs Fires damaged over 1,110 structures (Cal Fire, 2018).

Glass Fire (2020)

The most recent large fire activity in Napa County occurred with the Glass Fire in September 2020. The Glass Fire was contained on October 20, 2020, and burned 67,484 acres and destroyed 1,555 structures (Cal Fire, 2020).

Fremont Fire (2021)

There were two smaller scale vegetation fires that occurred in 2021 in Napa County in terms of duration and acres burned. These were the Fremont Fires and the Newell Fires. The Fremont Fire occurred near the Sonoma – Napa county line off of Highway 12. No injuries or structural damage was reported because of the Fremont Fire.

Newell Fire (2021)

The Newell Fire occurred in October 2021 and was quickly contained by Cal Fire Sonoma Lake Napa Unit. Although only active for one day, the Newell Fire burned 132 acres near the Newell Open Space Preserve in Napa County. The Newell Fire was a vegetation fire and did not burn any structures. Pictured left is view of the smoke plumes from Newell Fire as seen from the City of Vallejo.



Newell Fire north of Vallejo.
Image courtesy of PG&E and SF Gate, 2021

Wildfire Vulnerability Analysis

While Napa County has capacity to address wildfire risks, the County is still vulnerable to wildfire impacts. As mentioned above, the historical wildland fire risk in Napa County can be attributed to four factors. These include extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in the WUI. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for residents in Napa County. Ignition sources, or fuels, in Napa County include grass/oak woodland, 15 – 50-year-old chaparral, redwood forests, and timber over 50 years old. Critical concerns are when the chaparral dead-to-live ratio exceeds 50%, and live fuel moisture approaches 60% in late Summer and early Fall. (Strategic Fire Plan Sonoma-Lake-Napa Unit, 2017)

Fire Hazard Severity Zones Defined

California law requires CAL FIRE to identify areas in the State based on the severity of fire hazard that is expected to occur there. These areas, or “severity zones,” are based on factors such as fuel, slope and fire weather (Cal Fire, 2021).

There are three zones, based on increasing fire hazard: medium, high and very high.

The majority of past wildfire events in Napa County were in summer months (typically June through August). Fire risk will also continue to grow if more development is permitted in WUI areas, which increases fuel loads and the risk of human-caused fires.

This section describes vulnerabilities to wildfire in terms of population, property, and infrastructure and provides graphic representation of these assets, overlaid by CalFire Wildfire Hazard Severity Zones.

Population

Wildfire is of greatest concern to populations residing in the moderate, high and very high fire hazard severity zones. Approximately 20,859, or 36% of the Napa County population live within wildfire hazard severity zones, as illustrated in **Figure 2.11-2**. As shown in **Table 2.11-2**, 8,618 people reside in areas mapped as Moderate Wildfire Hazard Severity Zones, 5,118 people reside in High Wild Severity Zones and 7,123 people reside in Very High Wildfire Hazard Severity Zones.

TABLE 2.11-2. NAPA COUNTY WILDFIRE POPULATION EXPOSURE

<i>Population Count by Wildfire Hazard Severity Zone</i>	
Very High	7,123
High	5,118
Moderate	8,618
SOURCE: Napa County Office of Emergency Services, 2020	

Vulnerable Development, Critical Facilities, and Infrastructure

Per the State’s Office of Planning and Research Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities.

In unincorporated Napa County, there are six essential facilities in Very High Wildfire Severity Zones, including five fire stations and one hospital. Linear infrastructure, such as roads and railroads, are normally not susceptible to fire damage. However, fires can create conditions that can prevent ingress and egress and can isolate residents and emergency service providers as a result. Similarly, communication towers also increase capacity in the event of a wildfire. Vulnerable development and critical facilities, as described, are shown in Figure 2.11-2, below.

County Capacity to Respond to Hazards

Fire suppression services in Napa County are provided by California Department of Forestry and Fire Protection (CAL FIRE) Sonoma-Lake-Napa Unit (LNU). The LNU serves the counties of Sonoma, Lake, Napa, Solano, Yolo, and Colusa. As this unit covers a large geographic region spanning several counties, suppression resources and personnel during peak fire season include approximately 260 career personnel and approximately another 250 seasonal personnel. As of 2020, the LNU's inventory includes 21 fire stations, 31 engines, 6 bulldozers, 2 Conservation Camps, 1 Fuels Crew, 1 Helicopter and many other Support Staff positions. In addition to fire suppression services, there are also ongoing fuel reduction projects occurring in Napa County.

Special Projects: Fuel Reduction

In Napa County, fuel reduction projects are ongoing on federal, state, and private lands in Napa County. These projects include vegetation management, controlled burns, and removal of dead, dying, and diseased trees. Similar fuel reduction projects are active and enforced on private lands. The CAL Fire Sonoma Lake Napa Unit is active in enforcing the Forest Practice Rules on private timberland where Timber Harvesting Plans (THPs) have been submitted and where timber harvesting is occurring. Rules and standards include provisions for the operation of fire causing equipment, use of hydrocarbon powered engines near forest, grass, or brush lands, and for the operation of chainsaws in the forest environment. Lastly, all jurisdictions participating in the MJHMP planning process have identified mitigation measures and strategies to adapt to future wildfire hazards that have the potential to occur across Napa County.

As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will continue to remain a significant threat to the Napa County community. Climate change is projected to increase this current risk by anywhere from 10 to 20 percent, and the County will need to continue to adapt to this projected increase (Napa County Office of Emergency Services, 2020). This increase could cause additional threats to the County and has the potential to affect emergency services, roads, water supplies, housing access, and quality of life. While Napa County continues to increase its adaptive capacity to wildfire risk, goals, policies and actions within this Safety Element will address site constraints with respect to wildfire hazards and potential impacts to community safety, as well as community education and preparedness.

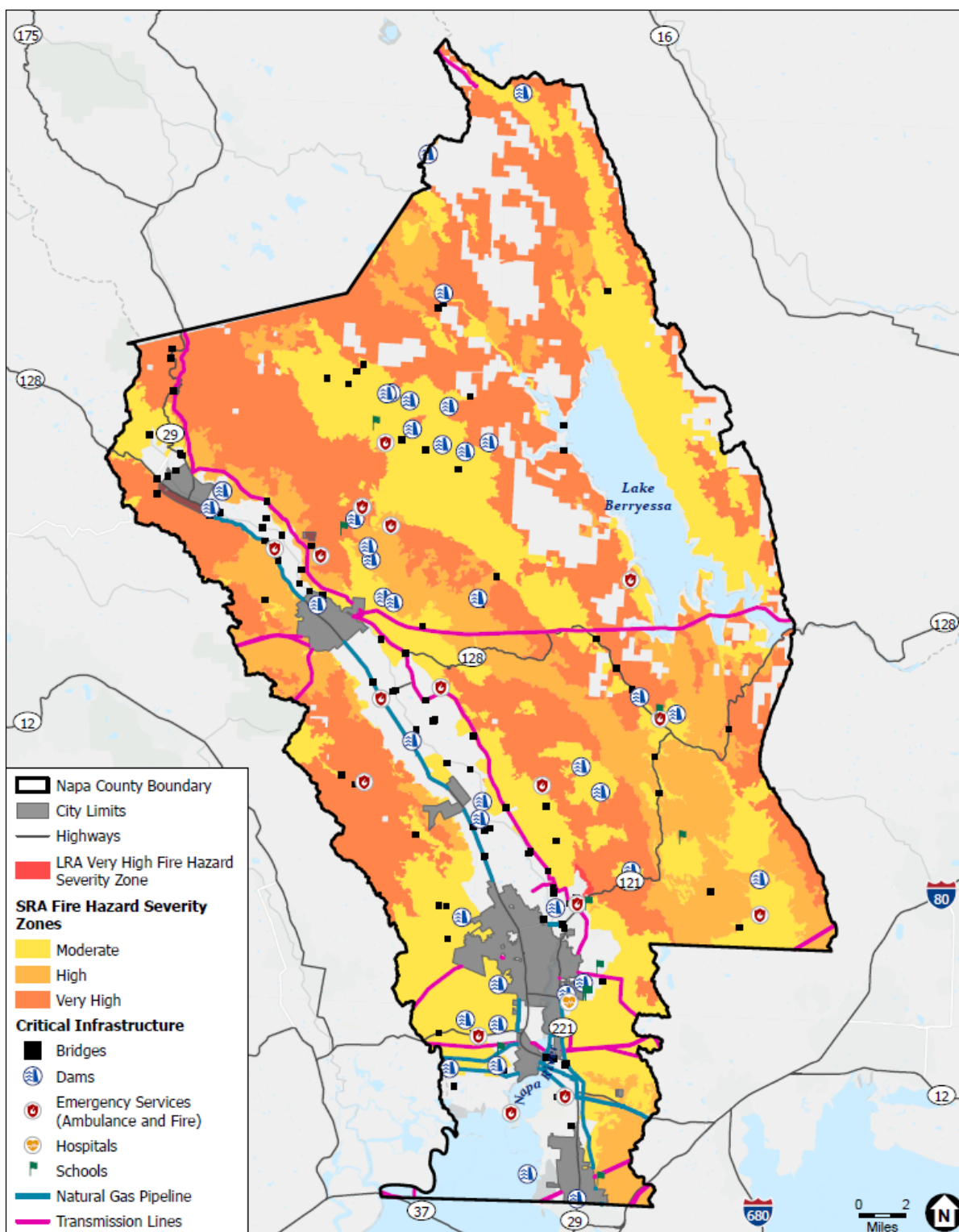


Figure 2.11-2. Napa County Vulnerable Development In Fire Hazard Severity Zones

MJHMP FIGURE 4-13 EXPOSURE WILDFIRE VULNERABILITY AND SNAPSHOT MAP

Plans, Policies, Programs, and Regulatory Environment

Wildfire Protection Responsibility in California

In California, local, state, tribal, and federal organizations all have legal and financial responsibility for wildfire protection. To address wildfire jurisdictional responsibilities, in 1981 the California State Legislature outlined various wildfire responsibility areas, described below, in Cal. Pub. Res. Code § 4291.5 and Cal. Health & Safety Code § 13108.5. In Napa County, the most prominent of these responsibility areas are State Responsibility Areas (SRAs) and Local Responsibility Area (LRAs) described below (Napa County Office of Emergency Services, 2020).

- **State Responsibility Areas (SRAs)**—SRAs are lands in California where the California Department of Forestry and Fire Protection (CAL FIRE) has legal and financial responsibility for wildfire protection and where CAL FIRE administers fire hazard classifications and building standard regulations. SRA boundaries are those adopted by the California Board of Forestry and Fire Protection and are reviewed and updated every 5 years. SRAs are defined as lands that:
 - Are County unincorporated areas,
 - Are not federally owned,
 - Have wildland vegetation cover rather than agricultural or ornamental plants,
 - Have row crops or seasonal crops, or
 - Have watershed, range, or forage values.

Where SRA's contain structures or development, the responsibility for fire protection falls to relevant local agencies.

- **Local Responsibility Areas (LRAs)** — LRAs include land in cities, cultivated agriculture lands, unincorporated non-flammable areas, and lands that do not meet the criteria for SRA or Federal Responsibility Areas (FRAs). There are no FRA's in Napa County. LRA fire protection is typically provided by city or county fire departments, fire protection districts, or by CAL FIRE under contract to local governments. LRAs may still include areas of flammable vegetation and WUI.

The SRA's and LRA's in Napa County are illustrated in **Figure 2.11-3** below.

California Fire Code (2019)

Napa County has adopted the 2019 Edition of the California Fire Code to safeguard the public health, safety, and general welfare from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

California Building Code (2019)

The 2019 California Building Code, adopted by the County, includes materials and construction methods for exterior wildfire exposure and standards of quality for fire-resistant buildings. See Cal. Building Codes, Chapter 7a (2019).

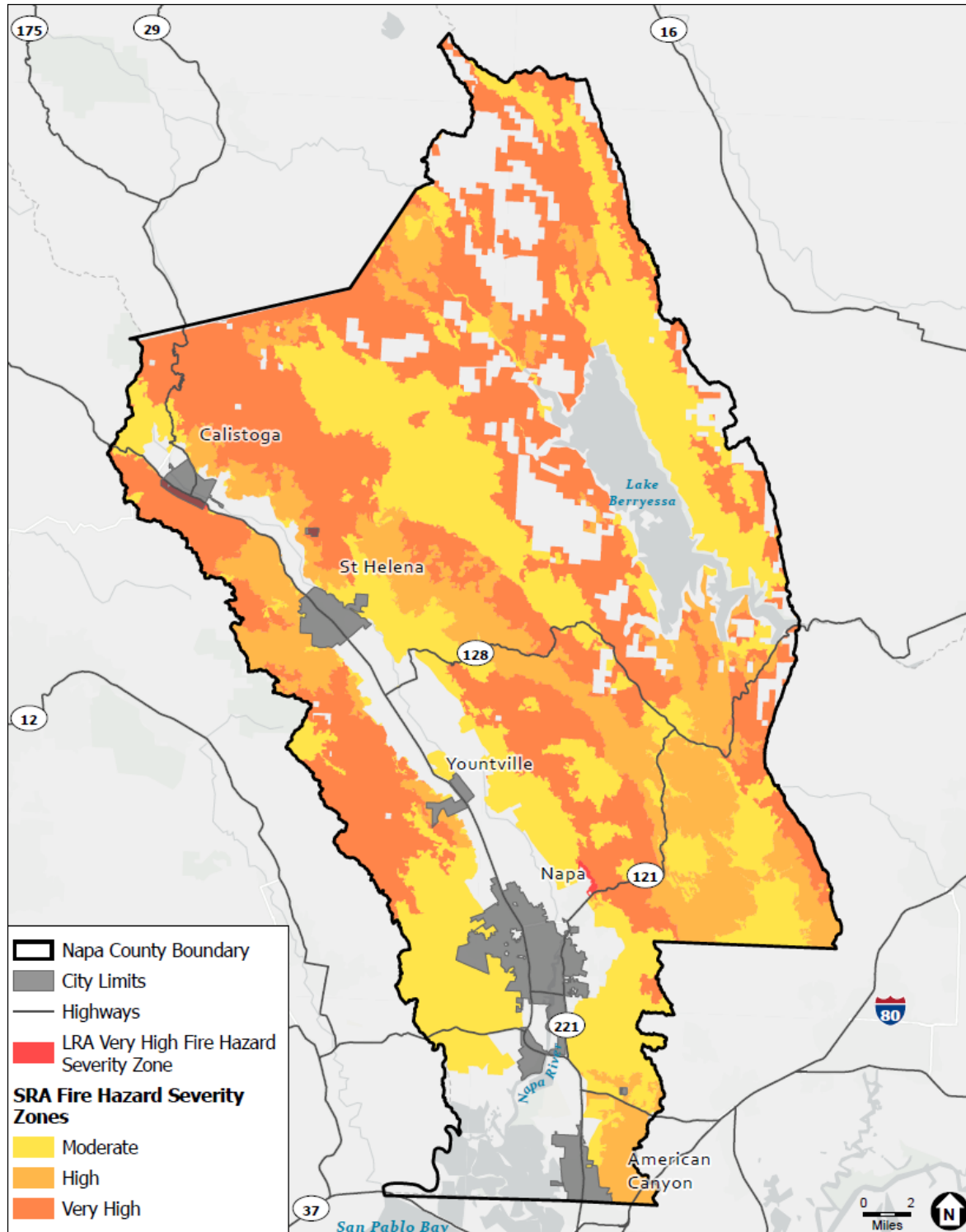


Figure 2.11-3. Napa County Wildfire Severity Zones

MJHMP FIGURE 4-12 WILDFIRE SEVERITY ZONES

CAL Fire Strategic Plan, Sonoma – Lake Napa Unit (2020)

The California Department of Forestry and Fire Protection (CAL FIRE), Sonoma-Lake-Napa Unit (LNU) serves the counties of Sonoma, Lake, Napa, Solano, Yolo, and Colusa. The LNU Strategic Fire Plan is a living document and outlines a comprehensive program designed to reduce total government costs and citizen losses from wildland fire in the Unit, including unit preparedness and firefighting capabilities, as well as pre fire management strategies and tactics. The LNU Strategic Fire Plan also strives to assist the public with assistance and education to create fire adapted communities that can more safely withstand a wildland fire.

Napa County Multi Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to wildfire events.

Napa County General Plan

The Napa County General Plan is an official policy document that serves to guide private and public development in Napa County. Within the County General Plan, the Safety Element contains specific goals and policies to mitigate the effects of wildfire and protect the safety and general welfare of residents and visitors in Napa County.

Residential Fire Protection (Napa County Code Section 8.36) and Napa County Hazard Abatement Ordinance

Napa County regulations require property owners to maintain a defensible space in accordance with the Defensible Space Guidelines. Failure to maintain defensible space, including the accumulation or storage of materials within established boundaries, is considered a nuisance and subject to County enforcement. Napa County Code § 8.36.60 (2019).

Updated and adopted in May 2021, the Napa County Defensible Space Guidelines define defensible space as the area around a structure with a minimum distance of a 100-foot radius or to the property line, whichever is less, in which combustible vegetation and other prohibited materials must be treated, cleared, or reduced to slow the spread of fire to and from the structure (Napa County Office of Emergency Services, 2020). The area is characterized by the establishment and maintenance of a buffer zone that is within 30 feet of any structure and a reduced fuel zone that extends to a minimum distance of 100 feet away from a structure or to the property line adjacent to the structure if less than 100 feet from the structure.

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APPENDIX B

NAPA COUNTY SAFETY ELEMENT

AB 747 EMERGENCY EVACUATION

ASSESSMENT

Draft Memorandum

Date: April 15, 2022

To: Hillary Gitelman, Mary Laux, and Jillian Feyk-Miney, Environmental Science Associates
Trevor Hawkes, County of Napa

From: Ian Barnes, Terence Zhao, and Grace Chen, Fehr & Peers

Subject: County of Napa AB 747 Emergency Evacuation Assessment

WC21-3826

Fehr & Peers has completed a general, programmatic assessment of emergency evacuation routes for the County of Napa. This assessment is consistent with Assembly Bill 747 (AB 747) and Senate Bill 99 (SB 99) requirements.

This document is intended to provide an assessment of roadway capacity under the described scenarios and should not be considered an evacuation plan. Please note that emergency evacuation can occur due to any number of events. Additionally, wildfire movement in particular is unpredictable as is individual behavior related to evacuation events. As such, this assessment is intended to provide the County with a broad “planning level” assessment of the capacity of the transportation system during an evacuation scenario; it does not provide guarantees as to the adequacy of the system nor can it guarantee that the findings are applicable to any or all situations.

Moreover, as emergency evacuation assessment is an emerging field, there is no established standard methodology. We have adopted existing methodologies in transportation planning that, in our knowledge and experience, we believe are the most appropriate. Nevertheless, such methodologies are necessarily also limited by the budgetary and time constraints in our scope of work, and by the current state of our knowledge.

The County should take care in planning and implementing any potential evacuation scenario and that this assessment should help the County better prepare for those events. We would be happy to conduct additional analyses in further detail, analyzing different scenarios, and employing other methodologies if desired. However, in no way can Fehr & Peers guarantee the efficacy of

any of the information used from this assessment as such would be beyond our professional duty and capability.

Background

The following are recent pieces of legislation related to emergency access that are addressed in this assessment.

- AB 747 requires that the safety element be reviewed and updated to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. This will be a requirement for all safety elements or updates to a Local Hazard Mitigation Plan (LMHP) completed after January of 2022.
- SB 99 requires review and update of the safety element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

Approach

As part of previous SB 99 work, parcels with only one access route in or out are identified and mapped in **Figures 1A, 1B, and 1C**. Also as part of previous SB 99 work, evacuation access County-wide was assessed by reviewing the distance evacuees must travel during an evacuation event based on information provided by Napa County staff. This assessment is a proxy for accessibility and can assist in identifying potentially vulnerable communities during an evacuation event by identifying areas of the County that need to travel the furthest and thus are potentially the most vulnerable in an evacuation event. We approached this assessment by measuring distances from each point along the County roadway network to designated evacuation zones in each of three scenarios, mapped in **Figures 2A, 2B, and 2C**, respectively. The three scenarios differ based on the extent of evacuations:

- Scenario A assumes that Calistoga, Saint Helena, Yountville, and the City of Napa are evacuation destinations.
- Scenario B assumes that Yountville and the City of Napa are evacuation destinations, and that Calistoga, and Saint Helena are also evacuating to these destinations.
- Scenario C assumes that only the City of Napa is an evacuation destination, and that Calistoga, Saint Helena, and Yountville are all evacuating there.

For the AB 747 Capacity Assessment, Fehr & Peers and County of Napa staff worked together to identify seven critical evacuation zones of the highest concern for further analysis. These were

chosen with consideration of fire history, as well access limitations identified from the as results from SB 99 analysis. These zones are:

- The community of Angwin
- The community of Berryessa Highlands, located on the south shore of Lake Berryessa and accessible via Steele Canyon Road
- The community of Berryessa Estates, located on the northern fork of Lake Berryessa formed by Putah Creek and accessible via Stagecoach Canyon Road
- The Calistoga area
- The Saint Helena area
- The Yountville area
- The areas on the western shore of Lake Berryessa, including Spanish Flat

Evacuation Capacity Assessment

Consistent with the requirements of AB 747, we reviewed the capacity of the transportation system during an evacuation event for each of the seven identified zones listed previously. This assessment makes the following assumptions:

- The need for evacuation is assumed to be a wildland fire.
- No "shelter in place" is assumed – all residents, employees and visitors are assumed to evacuate from these zones.
- 100 percent occupancy of households is assumed. This assumption is discussed further in latter parts of this section and in Table 2.
- It is assumed that adequate staff would be available to control traffic at key intersections and prohibit through traffic from entering the evacuation zones.

Based on these preconditions, we developed three evacuation scenarios that correspond to Scenarios A, B, and C mentioned previously. Scenario 3 was separated into three sub-scenarios, which assume Geyserville / northern Sonoma County as a potential evacuation destination for none, some, and all Calistoga residents, respectively.

- *Scenario 1 (4 out of 7 zones identified need to evacuate)*
This scenario assumes that only communities in the hills (that is, Angwin, Berryessa Highlands, Berryessa Estates, and the western shore of Lake Berryessa / the Spanish Flat area) need to evacuate.
- *Scenario 2 (6 out of 7 zones identified need to evacuate)*
This scenario assumes that communities in the hills, as well as Saint Helena and Calistoga on the valley floor, need to evacuate to at least as far south as Yountville, but that

Yountville and points south are safe.

- *Scenario 3.1 (all 7 zones identified need to evacuate)*

This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa.

- *Scenario 3.2 (all 7 zones identified need to evacuate)*

This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa except for half of Calistoga evacuating to Geyserville.

- *Scenario 3.3 (all 7 zones identified need to evacuate)*

This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa except for Calistoga evacuating to Geyserville.

The evacuation routes for each of these scenarios are discussed further in the subsequent sections and evacuation destinations are shown in **Table 4**. For all communities in scenarios 1 and 2, as well as for all communities except for Calistoga in scenario 3 (as noted above), a location in Napa County is presumed to be the evacuation destination due to shorter evacuation distances and the relatively higher capacity of the routes.

The number of residents, anticipated vehicle ownership per household, and employees in the area were referenced to estimate the number of vehicles that would need to evacuate. **Table 1** summarizes land use information and vehicle ownership data for the evacuation zones.

Table 1: Land Use and Evacuation Demand of Evacuation Zones

Evacuation Zone	Households	Population	Employment	Household Vehicle Ownership					Estimated Evacuation Demand*	Evacuating?		
				0	1	2	3	4+		Scenario 1	Scenario 2	Scenario 3
Angwin	1,139	3,716	683	32	290	432	205	180	2,877	Yes	Yes	Yes
Berryessa Estates	280	723	256	7	75	100	74	25	780	Yes	Yes	Yes
Western shore of Lake Berryessa, including Spanish Flat	132	341	56	3	35	47	35	12	307	Yes	Yes	Yes
Berryessa Highlands	372	962	91	9	99	132	98	33	803	Yes	Yes	Yes
Calistoga area	2,096	5,564	2,362	170	848	595	352	131	5,694	No	Yes	Yes
Saint Helena area	2,865	7,203	7,119	192	1,039	1,093	497	43	11,457	No	Yes	Yes
Yountville area	1,169	3,662	3,178	157	551	368	72	21	4,663	No	No	Yes
Total	8,053	22,171	13,745	570	2,937	2,768	1,333	445	26,581	4,767	21,918	26,581

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19

*Assumption of number of vehicles that will evacuate: zero-vehicle household: 1 vehicle; one-vehicle household: 1 vehicle; two-vehicle household: 2 vehicles; three-vehicle household: 2.5 vehicles; four-or-more-vehicle household: 3 vehicles; employee: 0.93 vehicle (there are 7% zero-vehicle households in evacuation zones).

The number of households in the area that would potentially have mobility constraints due to the lack of a personal vehicle during an evacuation event is summarized in **Table 2**. As shown, approximately seven percent of households across the seven zones do not have access to a vehicle. It should be noted that this information does not constitute a specific analysis of households with mobility challenges as it does not specifically account for people who have mobility impairments that preclude them from using a vehicle; it also does not specifically account for households that own one or more vehicles, but where not all members of the household may necessarily have access to them at all times (for example, a household with one vehicle which a household member drives to work, leaving other members of the household staying at home with no available vehicle).

Table 2: Zero-Vehicle Households

Evacuation Zone	Households	Zero-Vehicle Households	Percent Zero-Vehicle Households
Angwin	1,139	32	3%
Berryessa Estates	280	7	2%
Western shore of Lake Berryessa, including Spanish Flat	132	3	2%
Berryessa Highlands	372	9	2%
Calistoga area	2,096	170	8%
Saint Helena area	2,865	192	7%
Yountville area	1,169	157	13%
Total	8,053	570	7%

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19.

A worst-case condition was estimated where all employees and residents in the evacuation area would need to be evacuated according to **Table 1**. In the absence of detailed data for the evacuation zones, this assessment uses zero-vehicle households as a proxy to provide an estimate of persons with mobility constraints that may need evacuation assistance the zero-vehicle households would require outside assistance, and although outside the scope of this assessment, the County may want to consider a program that ensures a more accurate accounting of households needing assistance, and that evacuation of these households is achievable via public transit, special shuttle vehicles sent during evacuations, or other neighborhood programs that promotes advanced coordination of ridesharing during evacuations between neighbors. This estimate also assumes that employment centers would provide evacuation assistance to employees without access to a vehicle. Additionally, it was assumed that some households with more than two vehicles likely would not be able to utilize all of their vehicles during an evacuation event (e.g. homes with three or four vehicles but with only two licensed drivers).

Evacuation Routes and Gateways

Roadways with Capacity Constraints

As part of our conversations, Fehr & Peers and County staff also identified the following roadways to be unsuitable for general evacuation planning purposes:

- Berryessa-Knoxville Road / Morgan Valley Road
- Dry Creek Road / Trinity Road
- Oakville Grade
- Spring Mountain Road / Saint Helena Road
- Duhig Road / Ramal Road

These roadways were not considered as potential gateway links or routes for general evacuation in the AB 747 analysis.

Moreover, this analysis assumes that in scenarios 2 and 3, where residents from northern parts of the County must evacuate south to either Yountville or the City of Napa, State Route 29 will be the only available north-south route on the valley floor. Silverado Trail is situated close to the foothills and lies in a historic fire zone. In a historic fire scenario as represented in scenario 2 and 3, it is likely to be closed and unavailable for evacuation use due to fire conditions. Should Silverado Trail remain open during an evacuation event, it can supplement State Route 29 to provide additional north-south capacity.

Evacuation Routes and Gateways

A critical factor in the success of an evacuation is how long it takes all evacuees to clear an area under threat. Conceptually, the time it takes to evacuate a given area is fundamentally constrained by key capacity constraints along the roadway system, otherwise known as "bottlenecks". Note that multiple bottlenecks may be present over the course of an evacuation route, and the high-level programmatic analysis in this assessment only considers a limited number of regional bottlenecks, which are selected after the segments noted above were excluded.

Routes to their respective evacuation destinations were identified for each of the seven evacuation zones being analyzed. For each zone, a roadway link from the Solano Napa Activity-Based Model (SNABM) that represents the bottleneck segment on its evacuation route was identified as its "evacuation gateway." For example, in scenario 1, Deer Park Road between Angwin and State Route 29 is considered the evacuation gateway for Angwin, as it is the sole egress for all evacuees from Angwin heading to Saint Helena. The list of evacuation gateways and their capacities are shown in **Table 3**.

The roadway capacities presented in **Table 3** and used by this analysis are based on those found in the Solano Napa Activity-Based Model (SNABM), with some modifications made to account for perceived discrepancies with current real-world conditions under normal operating conditions. This assessment conservatively assumes that roadway capacities during evacuation events will be as they are in normal conditions, and not be increased by measures such as the implementation of contraflow lanes.

Table 3: Total Outbound Capacity of Evacuation Gateway Links

Roadway Name	Outbound Lanes	Total Outbound Capacity (vehicles per hour)
1. Deer Park Road (between Angwin and State Route 29 at Saint Helena)	1	900
2. State Route 29 (between Saint Helena and Yountville)	1	1,600
3. State Route 29 (between Yountville and Salvador)	2	2,800
4. Snell Valley Road/Butts Canyon Road/Pope Valley Road (between Berryessa Estates and Howell Mountain Road)	1	900
5. Howell Mountain Road (between Snell Valley Road and Angwin)	1	900
6. Berryessa Knoxville Road (between Spanish Flat and State Route 128)	1	900
7. State Route 128 (between Berryessa Knoxville Road and State Route 121)	1	900
8. State Route 121 (between Berryessa Highlands and Wooden Valley Road)	1	1,600
9. State Route 128 (between Calistoga and Napa County Line)	1	1,600
10. State Route 128 (between Napa County Line and Geyserville)	1	1,050

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19

Table 4 presents the evacuation gateway links and the zones each gateway is associated with for each scenario – note that evacuation gateways can be associated with multiple zones that must use it to evacuate; similarly, depending on the evacuation scenario, an evacuation zone can be associated with multiple evacuation gateways if the evacuation route from that zone passes through multiple gateways to reach its evacuation destination. The table also shows the combined number of households and vehicle demand for all zones associated with each evacuation gateway.

Each evacuation gateway has a fixed capacity (usually noted in vehicles per hour), and dividing the gateway capacity into the total evacuation vehicle demand yields the time it takes for all vehicles to pass through the gateway from the evacuation zone. Using the estimated vehicle demand at each gateway and dividing by the estimated hourly outbound capacity for that

gateway, **Table 4** also presents an estimated time required to clear all vehicles at the gateway. Note that this time estimate is not an estimated average travel time for evacuees traveling from the evacuation zone to the evacuation destination, nor is it the estimated travel time through the roadway link segment that makes up the gateway. Instead, it reflects the comparison between the evacuation demand of the zones served by that gateway, and provides a rough estimate for the time it would take for the specified number of vehicles to pass through the gateway given its roadway capacity. Moreover, this assessment only takes into account the vehicle demand from the seven evacuation zones, and not any other traffic that may be present.

As shown, the total vehicle demand at many of the evacuation gateways significantly exceed their respective hourly outbound capacities. **Table 4** also presents an alternative scenario, in which the vehicle demand is equivalent to an average of one vehicle per household, which produces much shorter and more manageable time estimates for clearing the gateways.

Table 4: Evacuation Time Required Under Each Evacuation Scenario

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Outbound Capacity (vehicles per hour)	Time Required for Vehicles to Pass Through at Gateway (hours)		
						Total Vehicle Demand	One Vehicle per Household	
Scenario 1 - Only communities in the hills need to evacuate								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 2 - Communities in the hills, as well as Saint Helena and Calistoga on the valley floor, need to evacuate to at least as far south as Yountville								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga, and Saint Helena	State Route 29	Yountville	20,808	6,380	1,600	13.00	4.00	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 3.1 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate to the City of Napa								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga, and Saint Helena	State Route 29	Yountville	20,808	6,380	1,600	13.00	3.99	
Angwin, Berryessa Estates, Calistoga, Saint Helena, and Yountville	State Route 29	City of Napa	25,471	7,549	2,800	9.10	2.70	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 3.2 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate - all communities to the City of Napa, except for half of Calistoga evacuating to Geyserville								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga (50%), and Saint Helena	State Route 29	Yountville	17,961	5,332	1,600	11.23	3.33	
Angwin, Berryessa Estates, Calistoga (50%), Saint Helena, and Yountville	State Route 29	City of Napa	22,624	6,501	2,800	8.08	2.32	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Calistoga (50%)	State Route 128	Geyserville	2,847	1,048	1,050	2.71	1.00	

Table 4: Evacuation Time Required Under Each Evacuation Scenario

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Outbound Capacity (vehicles per hour)	Time Required for Vehicles to Pass Through at Gateway (hours)	
						Total Vehicle Demand	One Vehicle per Household
Scenario 3.3 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate. All communities to the City of Napa, except Calistoga evacuating to Geyserville							
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58
Angwin, Berryessa Estates, and Saint Helena	State Route 29	Yountville	15,114	4,284	1,600	9.45	2.68
Angwin, Berryessa Estates, Saint Helena, and Yountville	State Route 29	City of Napa	19,777	5,453	2,800	7.06	1.95
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32
Calistoga	State Route 128	Geyserville	5,694	2,096	1,050	5.42	2.00

It is also important to note that emergency scenarios are often unpredictable and driver behavior can be disorderly. Additionally, evacuation events are not linear in nature (e.g. even distribution during the evacuation time period) and it is anticipated that evacuees would vacate at a rate that more closely resembles a bell curve from the time that the evacuation order is issued. These are conditions which would affect the total evacuation time estimated in our assessment that are beyond the scope and budget of our assessment. There is also general unpredictability in operational issues, such as power issues that would trigger traffic signals to operate in “red flash mode” in which traffic would need to proceed through intersections in an all-way stop configuration.

Project Impacts

The only Housing Inventory Site location identified as part of the Housing Element process that falls into one of the seven zones is Spanish Flat, with the addition of 100 housing units. This analysis assumes that this will result in 100 additional households in the area with similar characteristics as the existing households. **Table 5** summarizes the changes to the number of households and vehicles in the zone with project, and **Table 6** shows the resulting changes in estimated evacuation times. As shown, the additional household would result in a 22% increase in evacuation times assuming full evacuation demand, or a 19% increase in evacuation times assuming only one vehicle per household evacuates. In either case, however, total evacuation times remain well under one hour.

Table 5: Evacuation Demand of Spanish Flat, with Project

Evacuation Zone	Households	Household Vehicle Ownership					Estimated Evacuation Demand*
		0	1	2	3	4+	
Western shore of Lake Berryessa, including Spanish Flat, existing	132	3	35	47	35	12	307
Western shore of Lake Berryessa, including Spanish Flat, with project	232	6	62	82	61	21	540

Table 6: Evacuation Time Required for the Spanish Flat Area, with Project

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Capacity (vehicles per hour)	Time Required on the Gateway Link to Evacuate (hours)	
						Total Vehicle Demand	One Vehicle per Household
Scenario 1 - Only communities in the hills need to evacuate							
Spanish Flat and Berryessa Highlands, existing	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32
Spanish Flat and Berryessa Highlands, with project	State Route 121	City of Napa	1,343	604	1,600	0.84	0.38
change with project			233	100		0.15	0.06

Next Steps

As a target for further investigation and study, the following lists provide potential measures that can enhance the evacuation process through both the supply side (increasing evacuation capacity) and demand side (managing evacuation volumes).

Supply-side Strategies

- Increasing capacity through the use of contraflow lanes or shoulders
- Managed traffic control, including turn restrictions and route or ramp closures, to maximize outflows from evacuation areas
- Faster clearing of fire-induced road closures
- Street parking management on high hazard days.

Demand-side and Information-Side Strategies

- Communication systems and strategies that improve disaster alerts
- Dynamic route guidance and monitoring
- Phased evacuations
- Reducing vehicle volumes during evacuations, such as by requiring households to evacuate in as few vehicles as possible.

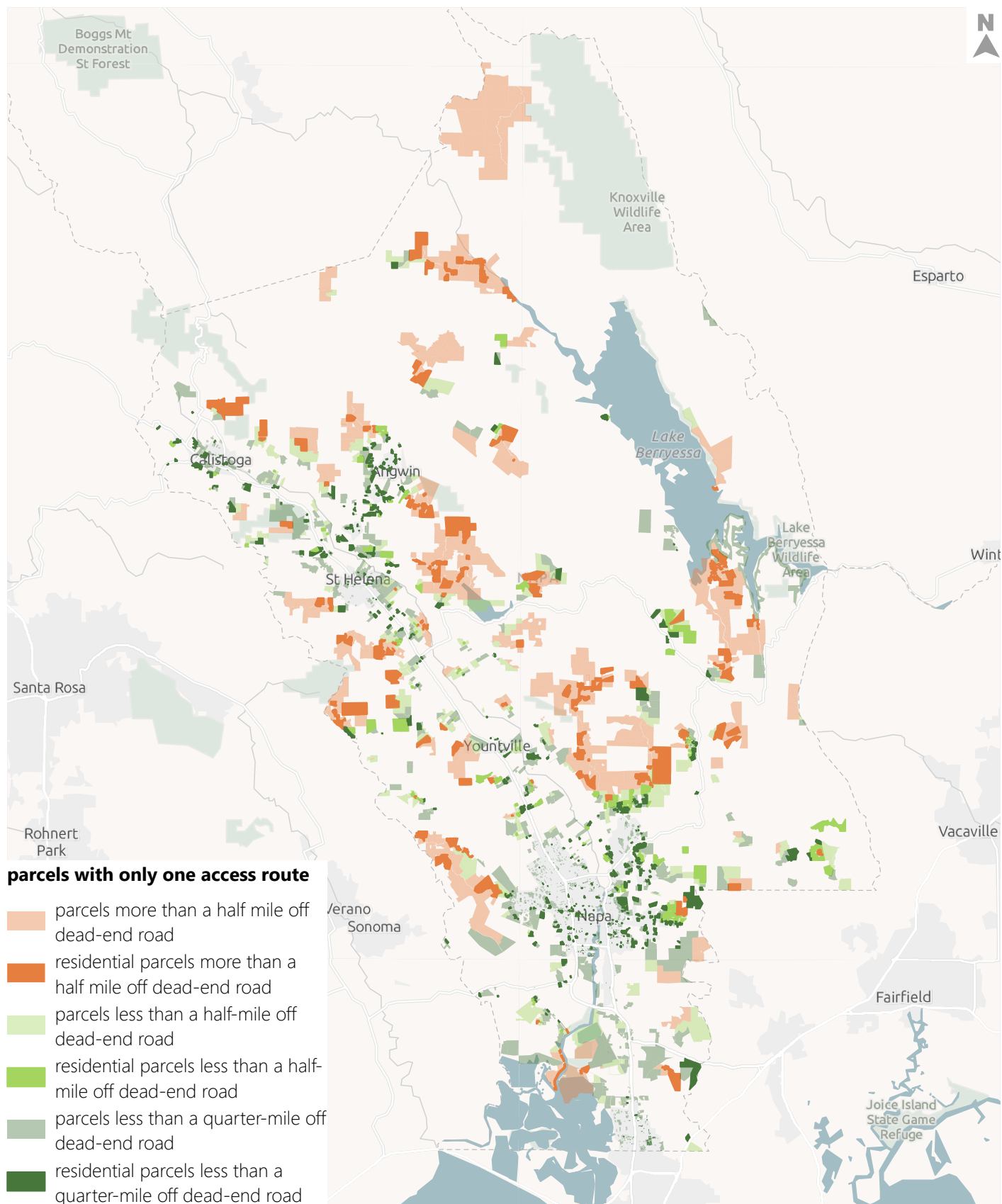


Figure 1A

SB 99 - Parcels With Only One Access Route

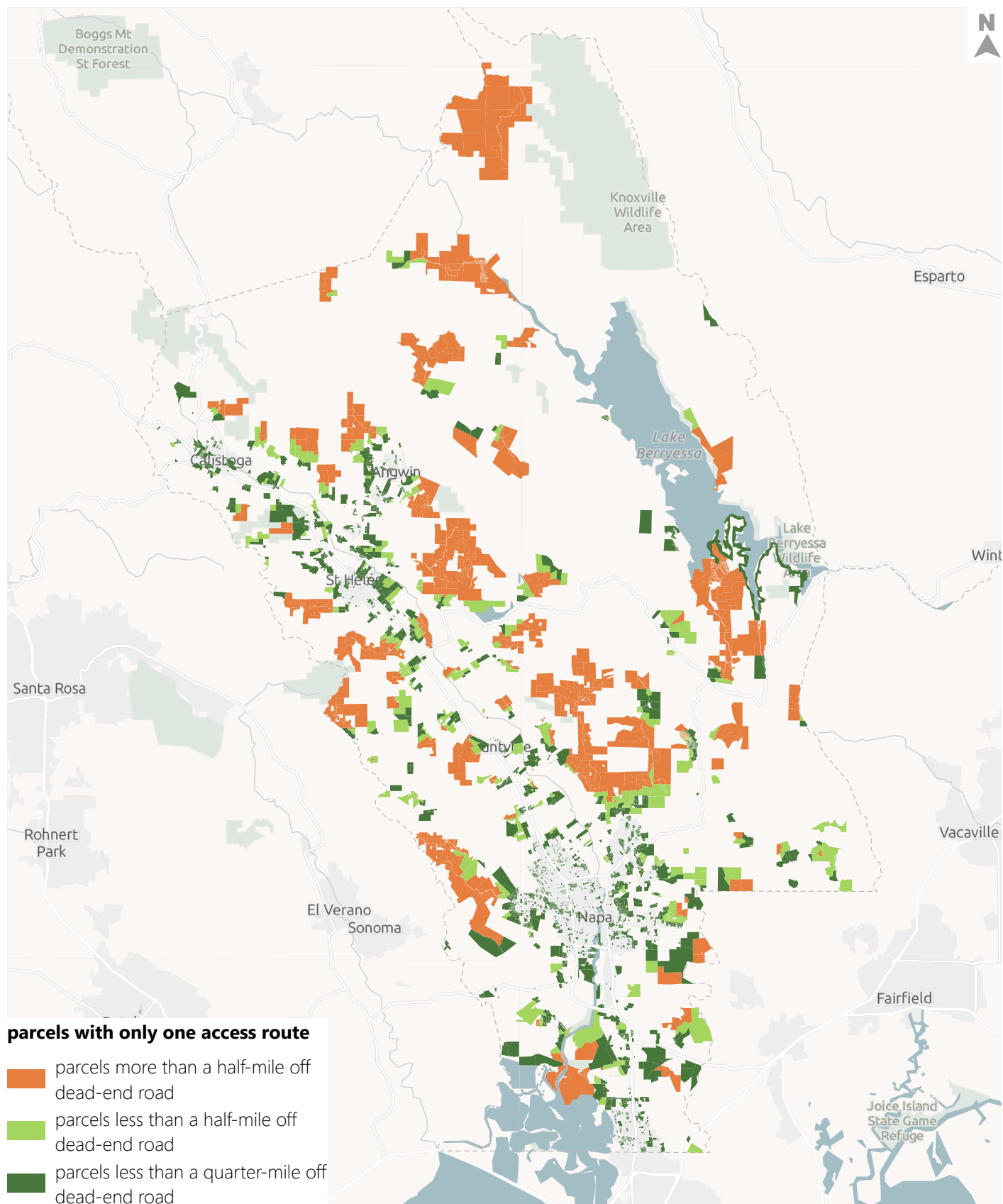


Figure 1B

SB 99 - Parcels With Only One Access Route

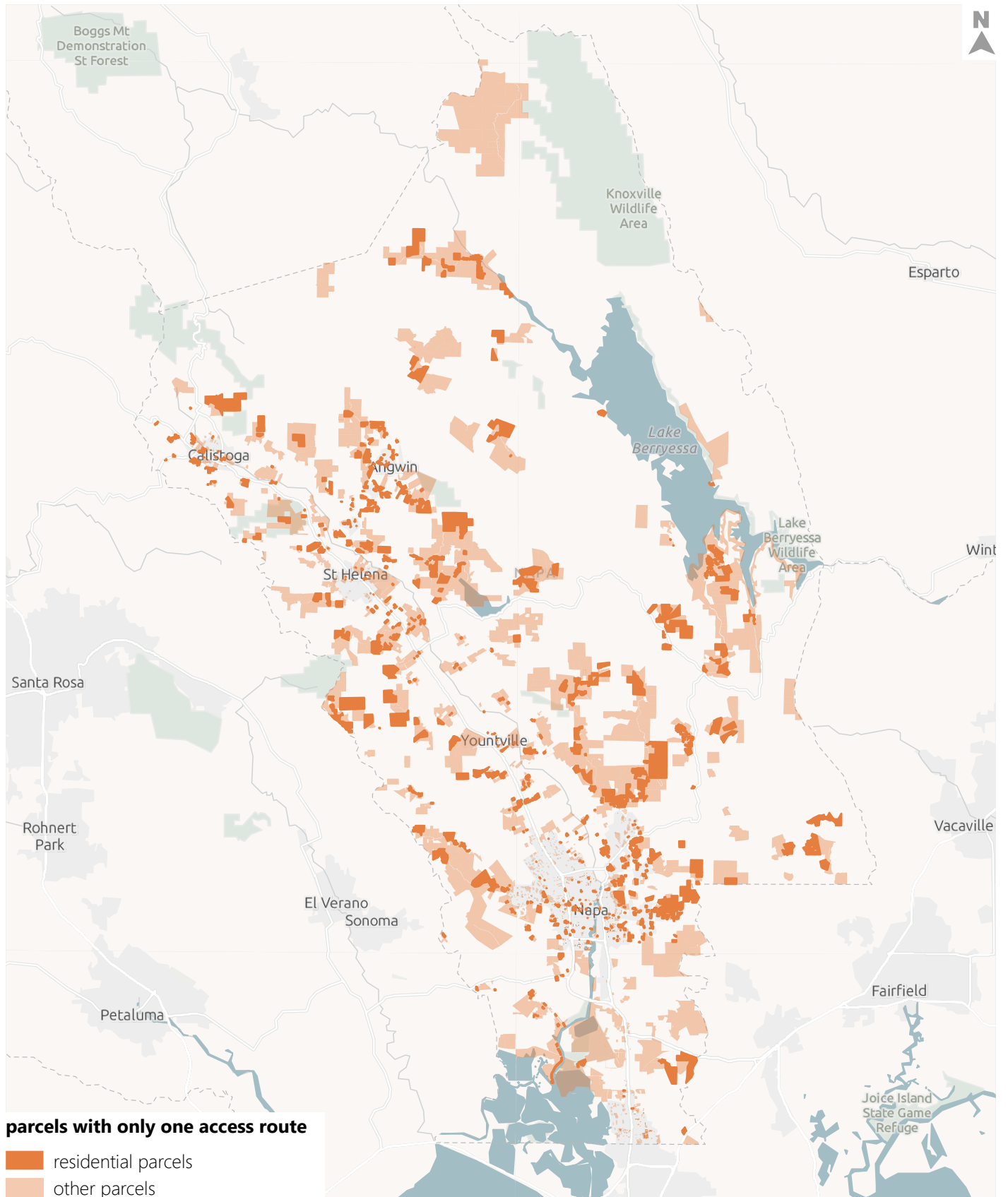


Figure 1C
SB 99 - Parcels With Only One Access Route

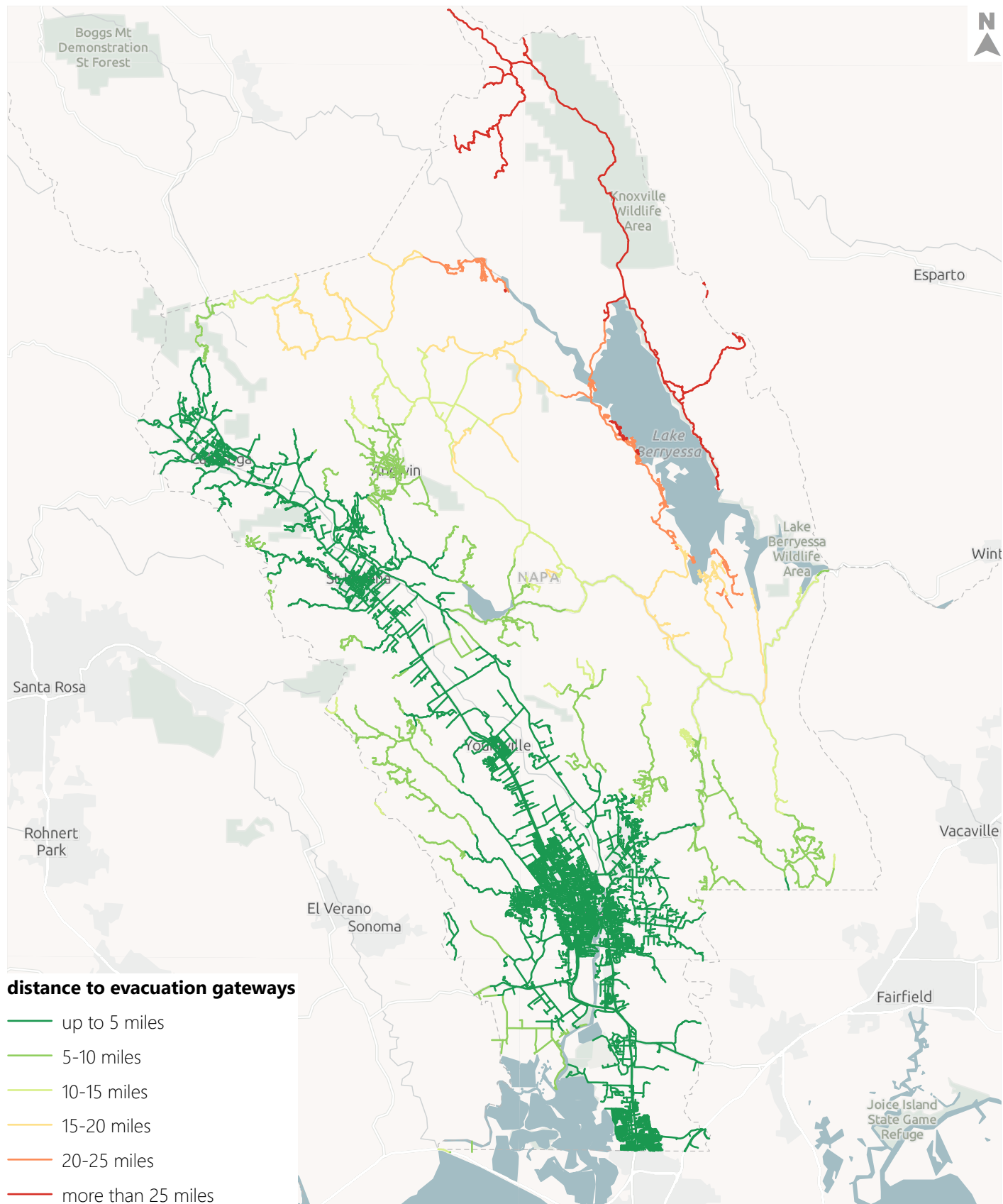


Figure 2A

SB 99 - Distances to Evacuation Gateways
(All Valley Floor Communities Safe)



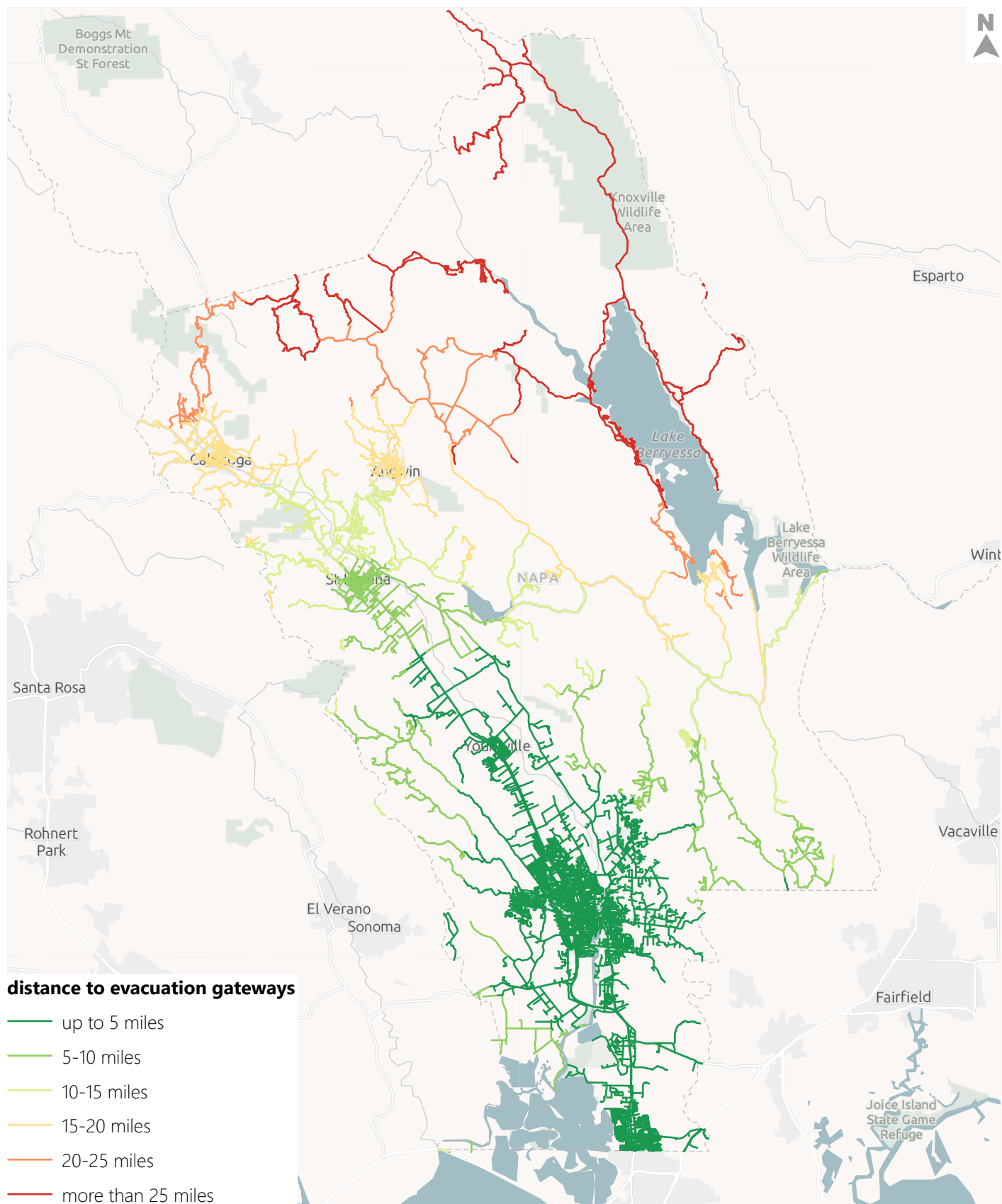


Figure 2B

SB 99 - Distances to Evacuation Gateways
(Calistoga and St. Helena Also Evacuating)



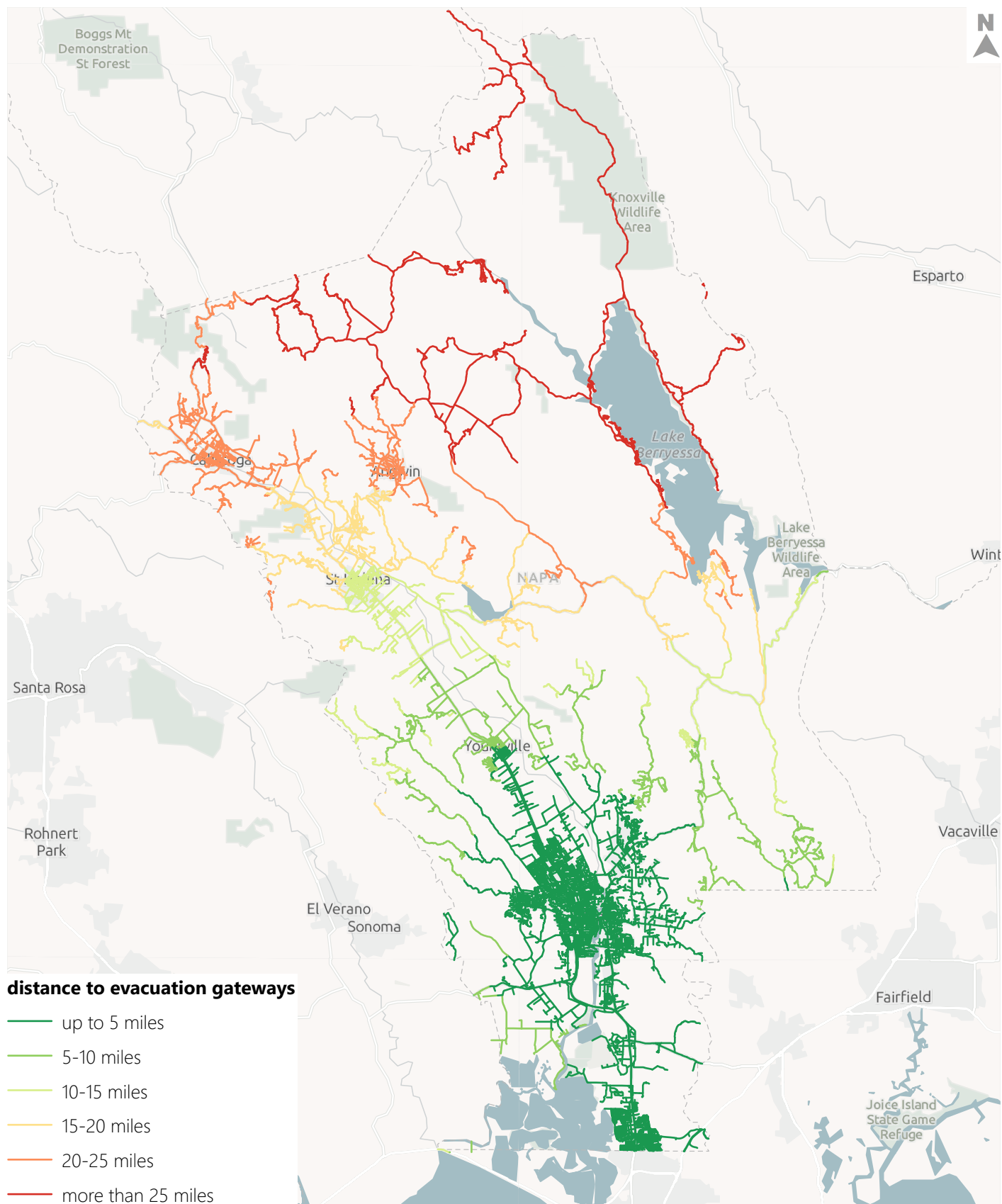


Figure 2C

SB 99 - Distances to Evacuation Gateways
(Calistoga, St. Helena, and Yountville Also Evacuating)





INTRODUCTION

The purpose of the Safety Element is to reduce the risk of death, injury, property damage, environmental damage, and economic and social dislocation associated with natural and human-caused hazards. Napa County faces the potential for natural and human-induced emergencies and disasters. Hazards to the county that are addressed in this Element include agricultural disaster, dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire hazards. Many of these hazards are made worse by climate change, a topic also addressed in this Element.

This Safety Element identifies and describes each hazard and lists goals and policies to guide the planning and decision-making processes. At the same time, it implements these policies and actions, the County recognizes that the features that contribute to Napa County's beauty and wine industry—steep mountains, volcanic soils, numerous rivers and streams, forest-covered slopes—are themselves reminders of the ongoing potential for seismic activity, flooding, and fire. This Element therefore seeks to take a reasonable approach, making those improvements necessary to reduce hazards while recognizing that some hazards will remain despite the best efforts of the County and other agencies.

Deleted: December 2022



STATUTORY REQUIREMENTS

California Government Code Section 65302(g) identifies the requirements that should be addressed in a community's general plan safety element. These requirements are organized into nine subsections—65302(g)(1) through 65302(g)(9)—as summarized below.

- Section 65302(g)(1) identifies the primary hazards and issues that should be addressed in the safety element: seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mudslides and landslides, tsunami, seiche, dam failure, flooding, subsidence, liquefaction, other geologic hazards, wildland and urban fires, evacuation routes, military installations, peak-load water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
- Section 65302(g)(2), adopted through Assembly Bill (AB) 162 (2007), identifies the requirement to identify information regarding flood hazards, update floodplain mapping as needed based on specified information for the community and to establish a set of comprehensive goals, policies, and objectives.
- Section 65302(g)(3), adopted through Senate Bill (SB) 1241 (2012), identifies the requirement to update wildfire mapping, information, and goals and policies to address wildfire hazards.
- Section 65302(g)(4), adopted through SB 379 (2015), identifies the requirement to update the safety element to address potential impacts of climate change and potential strategies for adapting to and mitigating these hazards.
- Section 65302(g)(5), adopted through SB 99 (2019), requires the identification of specified evacuation constraints associated with residential developments.
- Section 65302(g)(6), adopted through SB 1035 (2018), requires the update of the safety element every time the housing element or local hazard mitigation plan is updated.
- Section 65302(g)(7) allows for the incorporation of a floodplain management ordinance into the safety element.
- Section 65302(g)(8) requires consultation with the California Geological Survey and California Office of Emergency Services.
- Section 65302(g)(9) allows cities to adopt a county's safety element if adequate detail is provided to address city-level concerns.

Additionally, California Government Code Section 65302.15, adopted through AB 747 (2019), includes the requirement to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

SAFETY ELEMENT EXISTING CONDITIONS REPORT

The Safety Element Existing Conditions Report (**Appendix A**) provides detailed information on existing hazards, community vulnerabilities, and County capacity to respond to hazards. The information in the report provides the foundation for the update of the Safety Element, including the formulation of goals and policies. Refer to the Existing Conditions Report in Appendix A, as well as the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) described below, for the most up-to-date and comprehensive information on the hazards affecting Napa County.

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RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

The hazards discussed in the Safety Element are related to other elements of the General Plan, including Land Use, Circulation, Housing, Community Infrastructure and Services, and Conservation and Open Space and Water Resources. For instance, policies related to areas at risk of recurring flooding, dam failure, slope failure, and wildfire are found in the Land Use and Conservation and Open Space Elements; policies associated with secondary access during an emergency are found in the Circulation Element; policies important to water resources are found in the Water Resources Element; and policies related to protecting critical facilities from hazardous threats are also found in the Community Infrastructure and Services Element. References to related policies are provided where appropriate within the Safety Element.

NAPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

In 2020, the County adopted the Napa County MJHMP 2020 Update, prepared in cooperation with the Cities of American Canyon, Calistoga, and St. Helena and the Town of Yountville. Because the MJHMP was a recent and comprehensive effort by multiple jurisdictions with a stake in overall public safety, this Safety Element draws broadly from this recently adopted plan. The Multi-Jurisdictional Local Hazard Mitigation Plan (MJHMP) for the Napa County planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involves planning, policy changes, programs, projects, and other activities. The MJHMP includes a detailed assessment of prevalent hazards within the county, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents a mitigation strategy and actions that work to achieve the greatest risk reduction based upon available resources. Many of these mitigation measures have been incorporated into the goals and policies of this Safety Element. The risk assessments for each hazard have been summarized and incorporated into this Element to serve as important background and context for the preparation of goals, policies, and actions.

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IN THIS ELEMENT

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- Statutory Requirements (Page SAF-2)
- Safety Element Existing Conditions Report (Page SAF-2)
- Relationship to Other General Plan Elements (Page SAF-3)
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 - Appendix A: Napa County Safety Element Existing Conditions Report
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SAFETY HAZARDS IN NAPA COUNTY

Like many places in California, unincorporated Napa County is subject to a variety of potential safety hazards. Some derive from the natural environment; others result from human activities. The following discussion summarizes the safety and hazard topics relevant to Napa County.

- **Climate Change.** “Climate change” is defined as the significant and lasting alteration of global temperatures and weather patterns over a long period of time, caused by natural and human activity. Climate change has the potential to affect natural and human systems such as food production, water availability, public health, economic prosperity, and ecosystem biodiversity, sometimes creating or exacerbating hazards. Climate hazards include flooding, heat events, worsening air quality, wildfires, sea level rise, intensified droughts, and more. Because of its geographic location and environmental conditions, Napa County is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires. More specifically, regional air pollutants of ozone and fine particulate matter (PM_{2.5}) are of greatest concern to the County. Napa County’s valley environment makes the area particularly susceptible to the retention of pollution. Generally, agricultural activity, industrial operations, and truck traffic are the largest contributors to pollution.

In general, populations in unincorporated Napa County experiencing vulnerable conditions are the most at risk from climate change. Among the factors that influence a population’s vulnerability to climate change are income, race, linguistic isolation, access to health care, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, much of which

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consists of low-income agricultural workers and non-English speakers. These workers' low incomes and linguistic isolation place them at higher risk of experiencing climate change impacts and experiencing long-term effects of hazards. SB 379 (2015) identifies the requirement to update the safety element to address potential impacts of climate change and potential strategies for adapting to and mitigating these hazards. The goal of climate adaptation is to reduce impacts from current and future conditions, reduce system vulnerabilities, and increase long-term resilience. This means adjusting human behavior and systems.

- **Agricultural Disaster.** Napa County land is predominantly agricultural, famous for its grape vineyards and wine production. **Figure SAF-1** shows agricultural land uses in Napa County. Farmlands across Napa County are sensitive to natural and human-induced events, including climate change, which pose threats to the quantity, quality, and production timing of agricultural goods. "Agricultural disaster" specifically refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts on agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated water bodies, land use changes, flooding, pandemic, pests, and wildfires. As climate change exacerbates environmental conditions, the severity and frequency of these threats will increase both on agricultural lands and in human populations.

Note to the Reader: For a discussion of the preservation of agricultural land and recovery from natural hazards, please refer to the County's Agricultural Preservation and Land Use Element.

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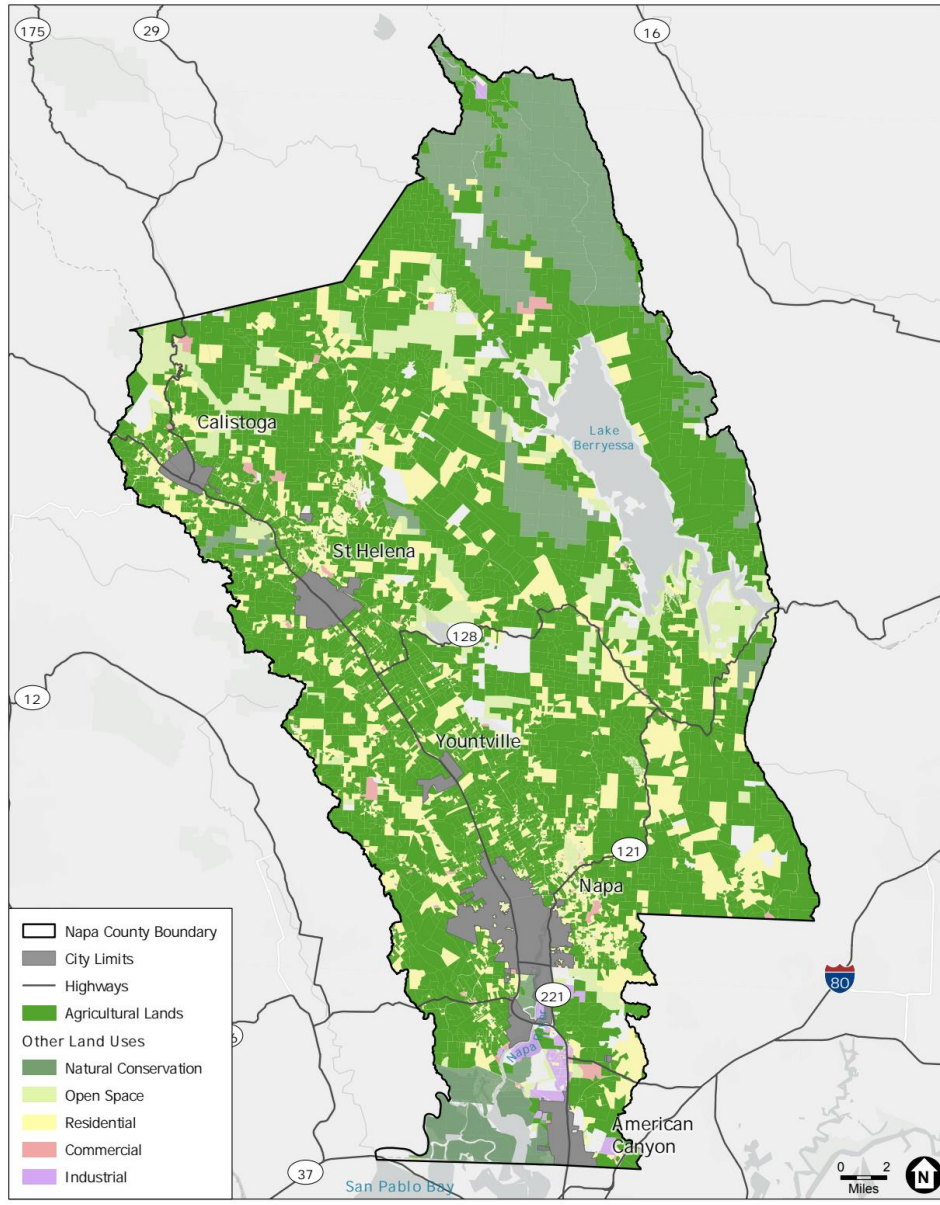
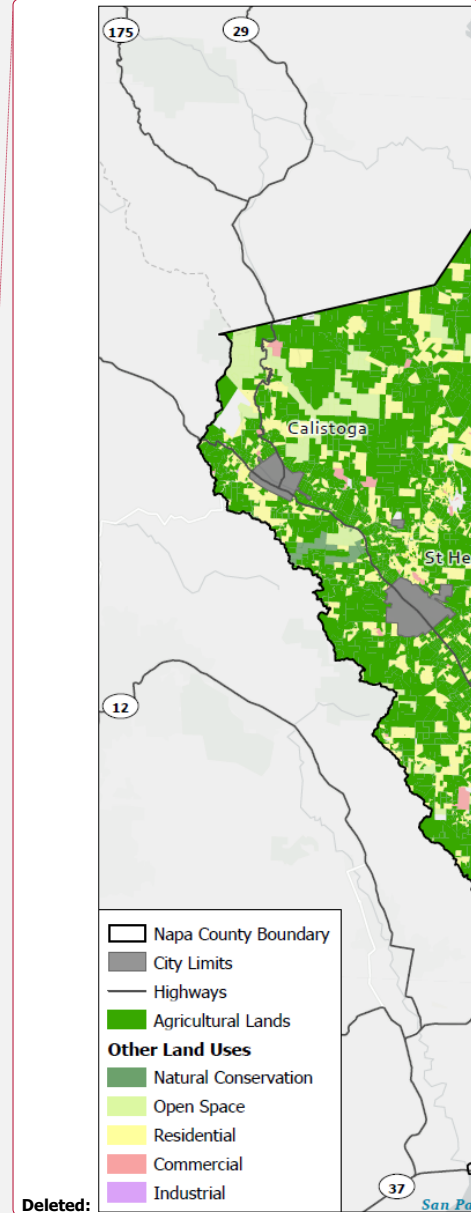


Figure SAF-1
Napa County Agricultural Lands



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- **Dam Failure.** According to the California Department of Water Resources, Division of Dam Safety, there are 57 dams across Napa County. The United States Society on Dams identifies 12 different types of dams that are commonly found in the built environment. The MJHMP identifies two major types of dams that can be found in Napa County:

Earthen Dam—A dam made up mostly of compacted earth material generally smaller than 3 inches in size; also known as an “earthfill dam.” Oroville Dam, pictured at right, is one example of an earthen dam.



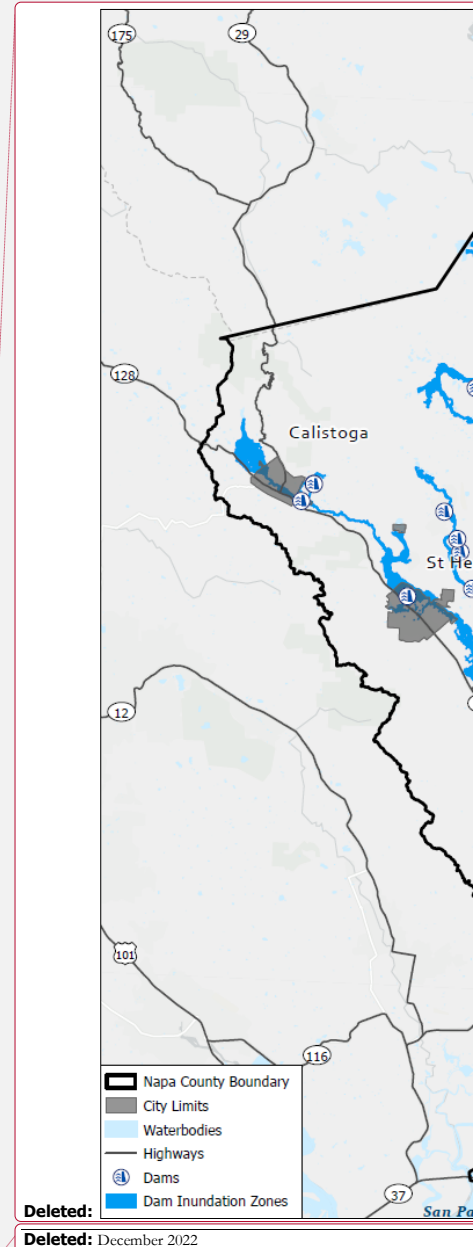
Concrete Gravity Dam—A dam constructed of concrete and/or masonry that relies on its weight and internal strength for stability. Shasta Dam is one example of a large concrete gravity dam.



The primary danger associated with dam failure is high-velocity flooding downstream of the dam and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir's perimeter, bank erosion on the rivers, and destruction of downstream habitat.

Figure SAF-2 shows inundation zones for Napa County's dams. The areas of the county most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure.

- **Drought.** Droughts affect almost every county in California and have caused millions of dollars in collective damages. In Napa County, drought conditions have the potential to require water restrictions, reduce water quality, restrict recreational opportunities, worsen air quality, and create health and economic impacts. Napa County's economy depends on a strong agricultural industry, which in turn provides the foundation for the county's second largest industry, tourism. Drought could have a devastating and cascading impact on the wine industry and local economy, specifically by reducing agricultural productivity. A drought can cause farmers to be unable to plant crops or can lead to the failure of planted crops. These conditions result in a loss of work for farmworkers and those in food processing and winemaking jobs. In the event of long-term droughts, other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further layoffs. A drought can harm water-based recreation providers (e.g., swimming pool companies, water parks, and river rafting operators), as well as landscaping businesses and nurseries because people will not invest in new plants if water is not available to sustain them.



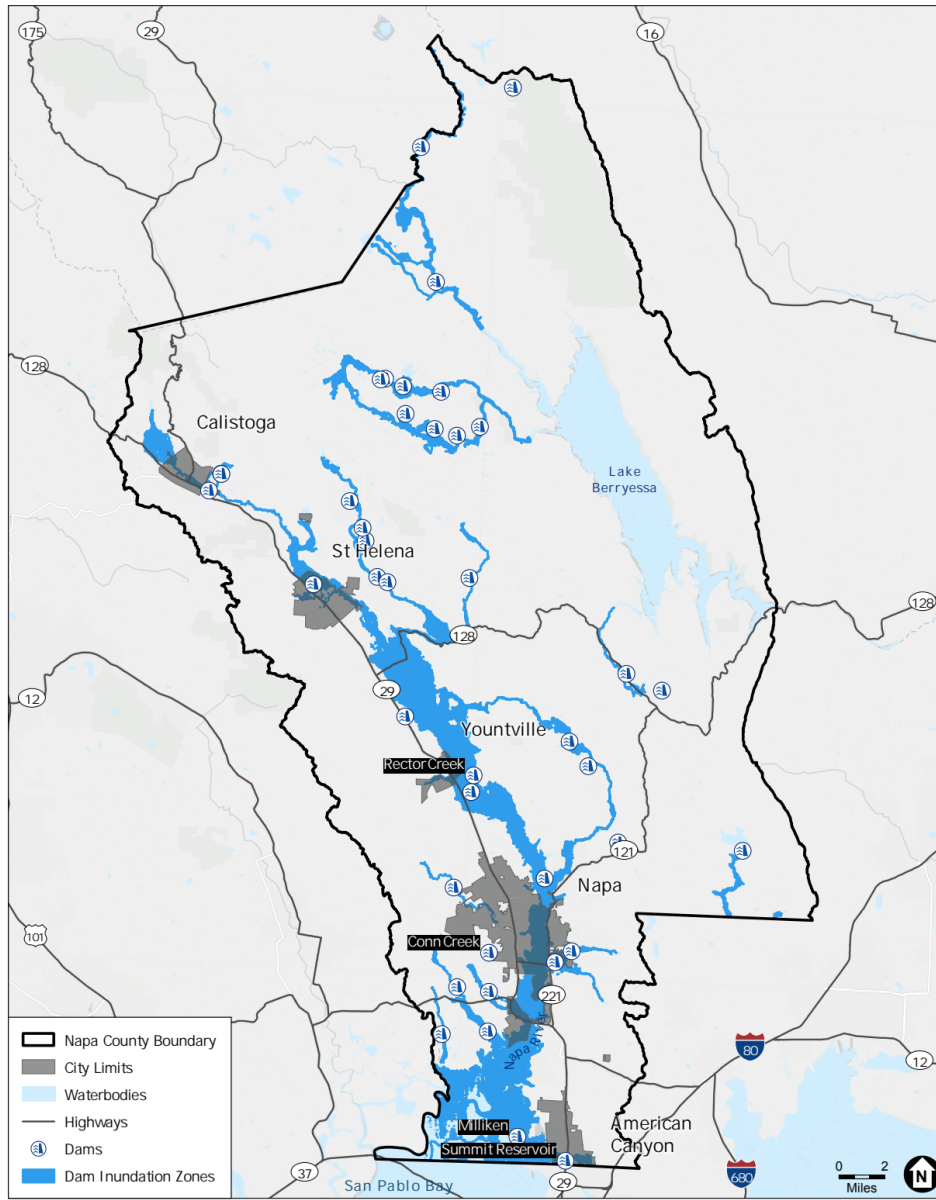


Figure SAF-2
Napa County Dam Inundation Zones

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According to the National Drought Monitor, Napa County is currently experiencing Exceptional Drought conditions. Unlike hazards like wildfire and flooding, which provide direct impacts, drought produces a web of impacts extending beyond the areas experiencing physical drought. Drought vulnerability usually depends on water demand, the ways in which the demand is met, and the availability of water supplies to meet the demand. As a result of drought conditions and expected drought conditions moving forward, water demand in California is expected to increase. Climate change is expected to increase drought and extreme weather conditions. Although the duration of drought is always in question, it is certain that California and Napa County will continue to be affected by drought moving forward (California Drought Contingency Plan, 2013). As of 2021, the State of California has implemented statewide regulations and special projects in response to drought conditions. These types of regulations work to effectively manage water resources under drought conditions, thus ensuring community health and safety. Similar regulations have been enacted at the local level. The County has implemented several water conservation programs, including rebates for water-conserving appliances and free water-saving devices for residents; however, Napa County is still currently vulnerable to water supply issues because of drought and other factors.

- **Flooding.** To understand flood hazards, it is important to note that connections between a river and its floodplain are most apparent during and after major flood events. A “floodplain” is any land area susceptible to being inundated by floodwaters from any source. **Figure SAF-3** shows floodplains in Napa County, as mapped by the Federal Emergency Management Agency (FEMA). Flooding in Napa County most commonly occurs when existing stream channels, rivers, or other watercourses convey excess runoff from rainfall or snowmelt, resulting in overflow onto adjacent lands. Flooding may also be caused by high tides, extreme rain, and wind. All lands adjacent to the Napa River are subject to flooding. The Napa Valley floor has been subject to frequent flooding, resulting in severe damage to agriculture and urban development.

The Napa River/Napa Creek Flood Protection District is responsible for the effective management of and planning for resilience to catastrophic flooding along the river’s banks. Developed in collaboration between the district and the Napa County Department of Public Works and Napa County Community Coalition, the Napa River Flood Management Plan is a multi-objective and restorative approach to flood protection. Elements of the Napa River Flood Management Plan include bank terracing, bridge replacements, bypass channels, culverts, floodwalls, and levees. Once complete, the project will restore more than 650 acres of high-value tidal wetlands of the San Francisco Bay estuary while protecting 2,700 homes, 350 businesses, and more than 50 public properties from 100-year flood levels, a savings of \$26 million annually in flood damage costs. As of 2021, a number of project components have been completed. However, several components are still under construction, including the floodwalls/levees north of the Oxbow and bypass pump station, floodwalls and trail on the west side of the Napa River (Imola to Hatt), and floodwalls and trail on the east side of the Napa River.

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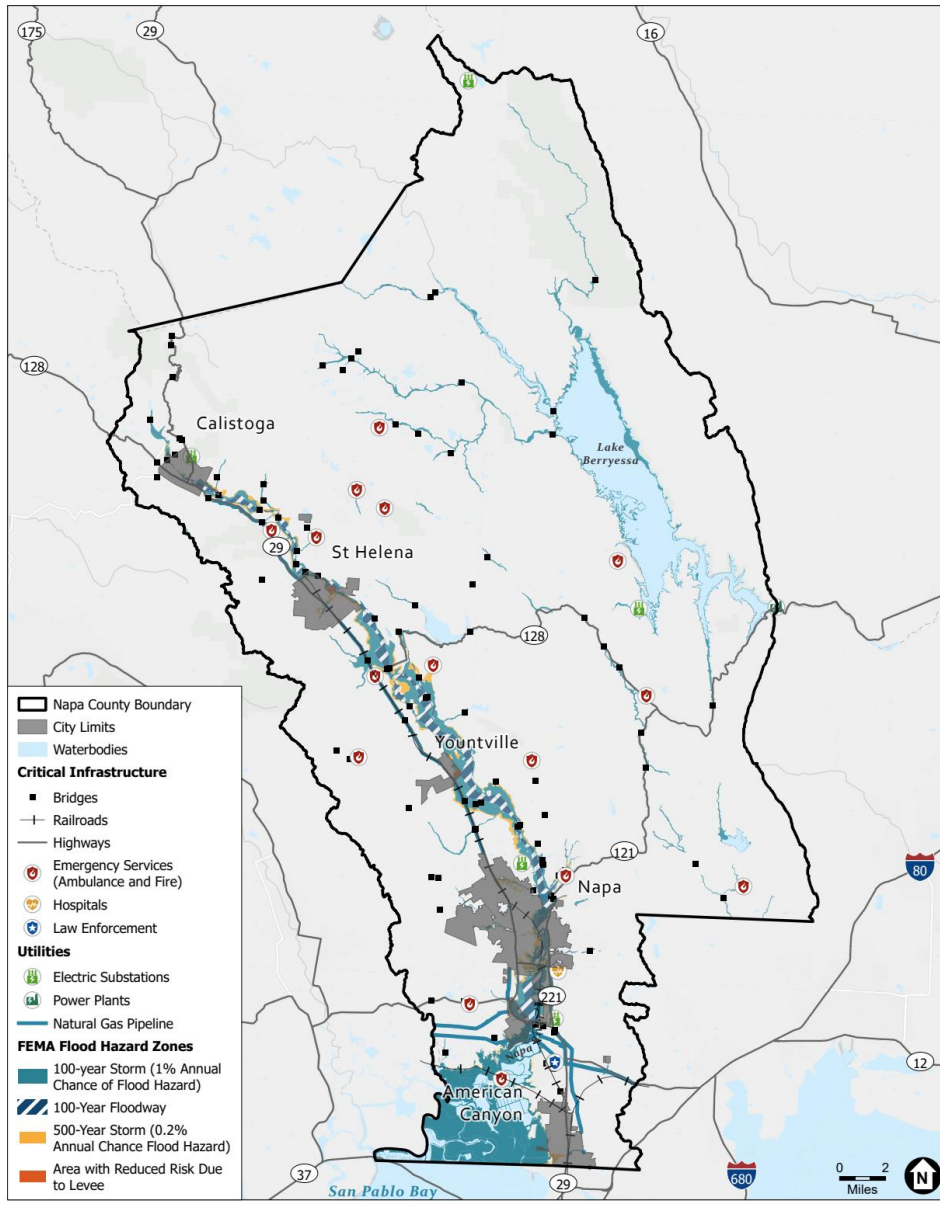
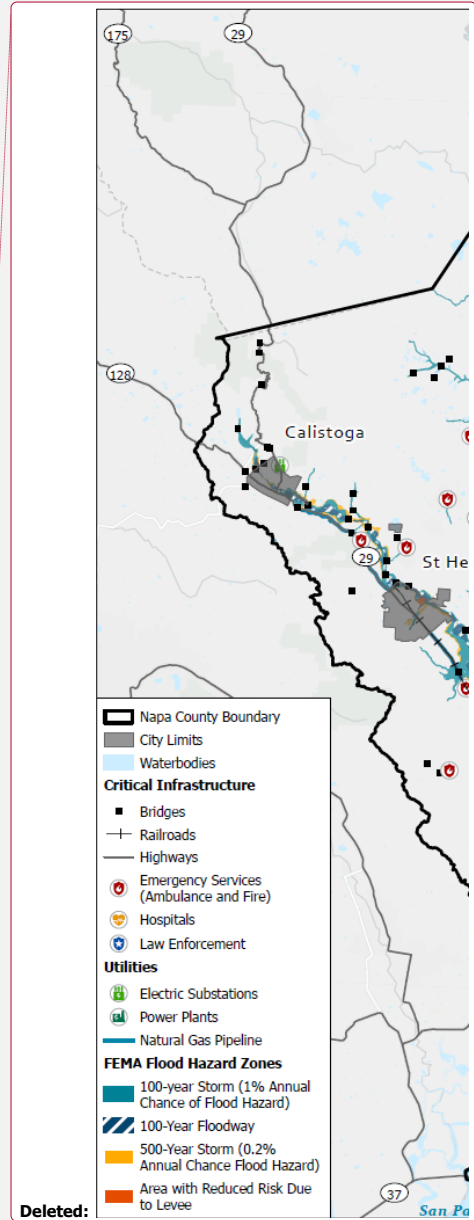


Figure SAF-3
Flood Zones and Critical Infrastructure/Utilities Exposure



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Napa County General Plan



- Tsunami.** Seismic sea waves, also known as tsunamis, result most commonly from earthquakes, but can also be caused by landslides or volcanic eruptions. An underwater disturbance close to the coast can result in a tsunami which reaches coastal communities within minutes (USGS, 2018). Strong currents and debris cause much of the damage inflicted by tsunamis and hazardous impacts include drinking water contamination and fires from ruptured gas lines (FEMA 2015). Tsunami hazard area maps from the California Geological Survey within the California Department of Conservation were updated in 2022 and display the most extreme tsunami potential from a variety of projected scenarios. Although the Napa County boundary resides inland from the coast, tsunami waves can travel much farther inland than normal waves. Tsunami waves from the Pacific Ocean can reach the County in areas which border parts of the San Pablo Bay. In the event of a tsunami residents and visitors are advised to move outside the hazard area as soon as possible. The tsunami hazard zones in Napa County lie adjacent to the San Pablo Bay in the southern part of the county surrounding the Napa-Sanoma Marshes Wildlife Area. **Figure SAF-4** maps the tsunami hazard inundation area in Napa County.
- Geologic and Seismic Hazards.** Earthquakes are identified as a priority hazard for Napa County, as five faults could affect the county. All people, property, and environments in the Napa County planning area would be exposed to direct and indirect impacts from earthquakes. **Figure SAF-5** shows the location of fault zones and the underlying quaternary faults near the county. In addition, the severity of an earthquake event could be aggravated by collateral emergencies such as fires, hazardous-material spills, utility disruptions, landslides, transportation emergencies, and potential failure of Napa County dams.
- Liquefaction.** Liquefaction occurs when land that is comprised of loose sand and silt shakes and behaves like a viscous liquid. Although most commonly caused by strong earthquakes, soil liquefaction can also result from construction practices such as blasting (USGS, 2016). When liquefaction occurs buildings may sink into the ground or become surrounded by liquefied soil. Liquefaction hazard reduction practices include ground stabilization to drain soil and increase soil density and strengthening of building foundations. **Figure SAF-6** maps the various zones of liquefaction susceptibility in the county.

Seismic Faults. Two types of seismic faults exist in Napa County, as shown in Figure SAF-5:

“Normal faults” are those where two parts of the earth’s surface pass by each other.

“Thrust faults” are those where one part of the earth’s surface moves over another.

Earthquakes occur along either type of fault (normal or thrust) when the sideways or up-and-over movement is sudden and dramatic.

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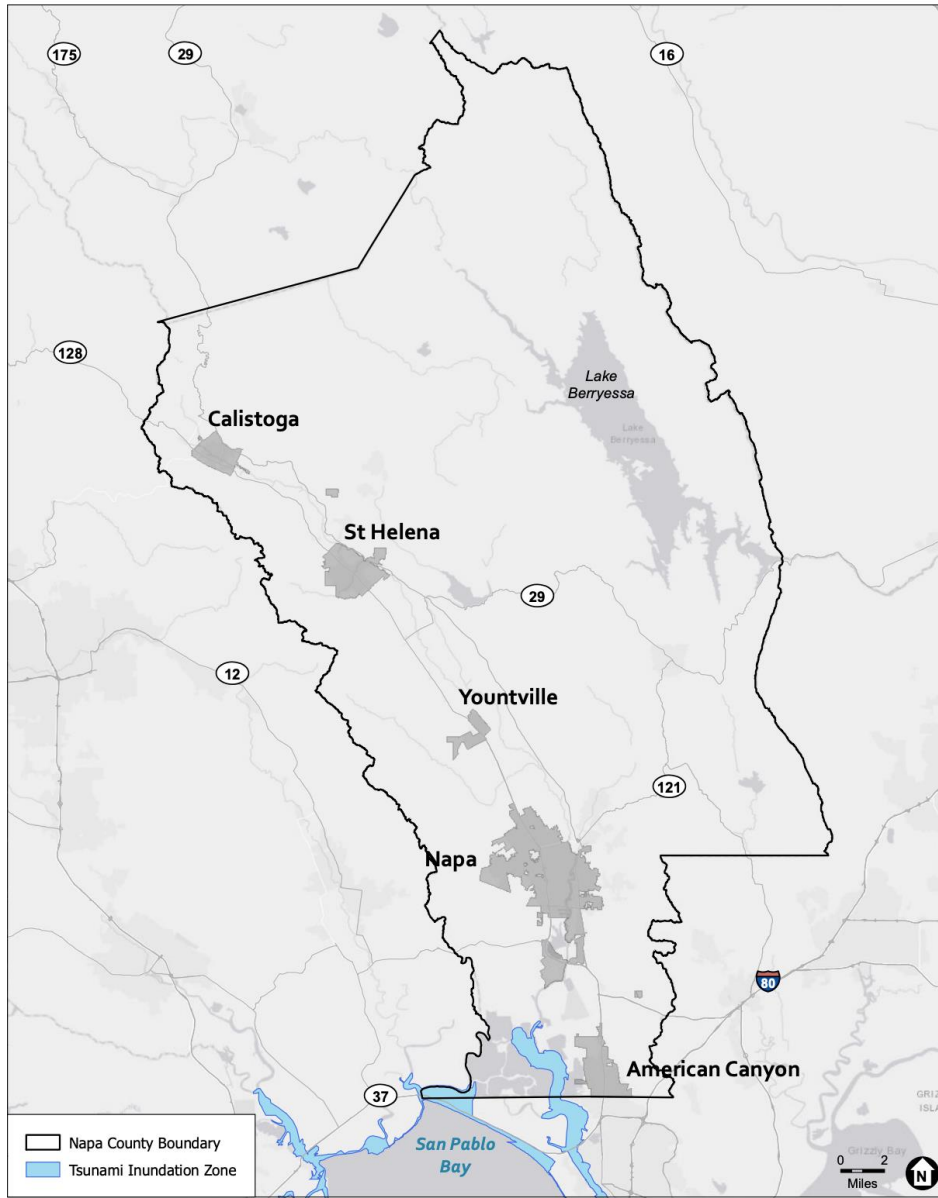
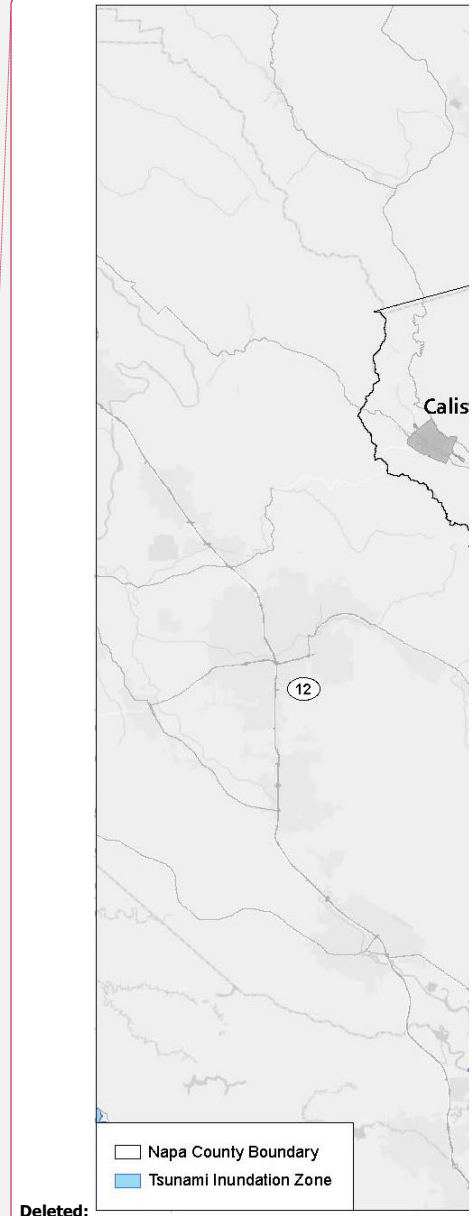


Figure SAF-4
Tsunami Inundation Zones

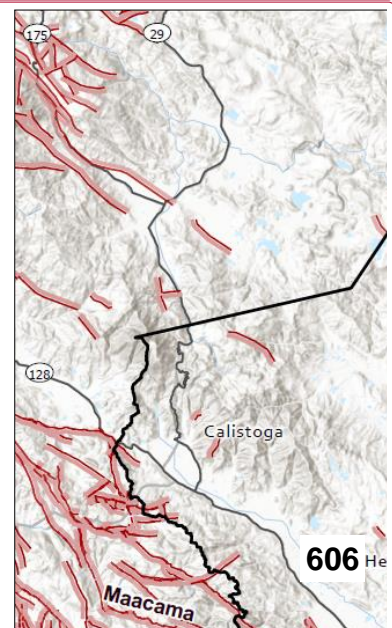
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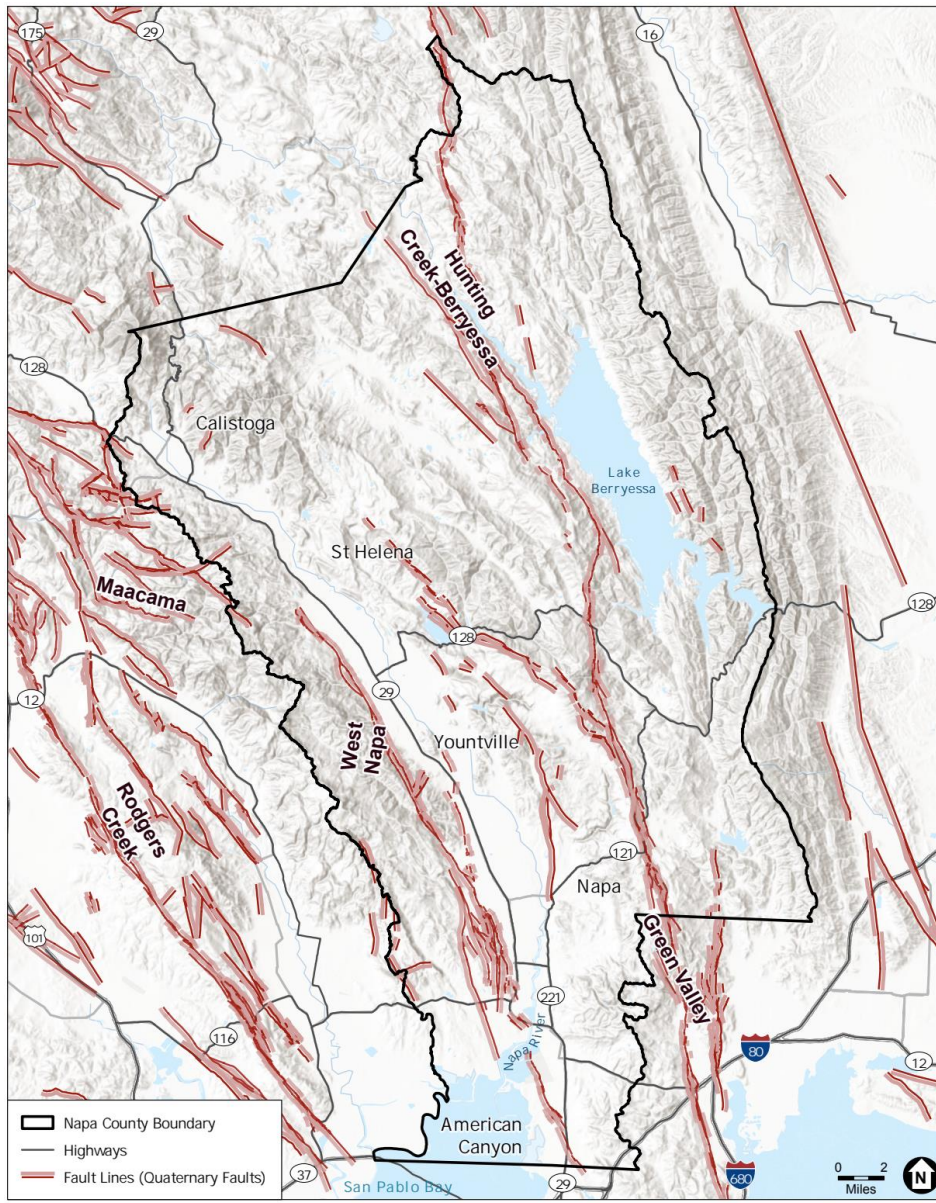
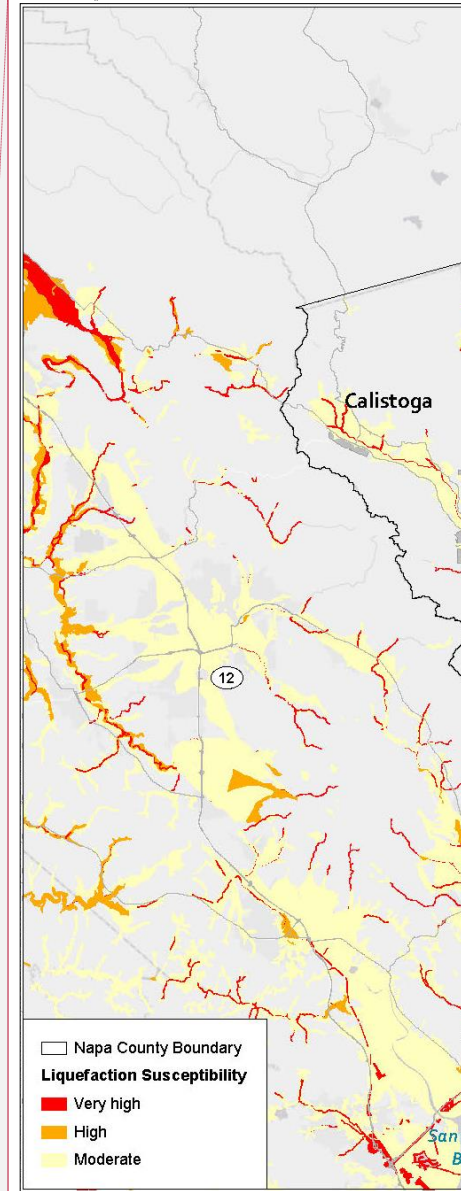


Figure SAF-5
Regional Fault Lines

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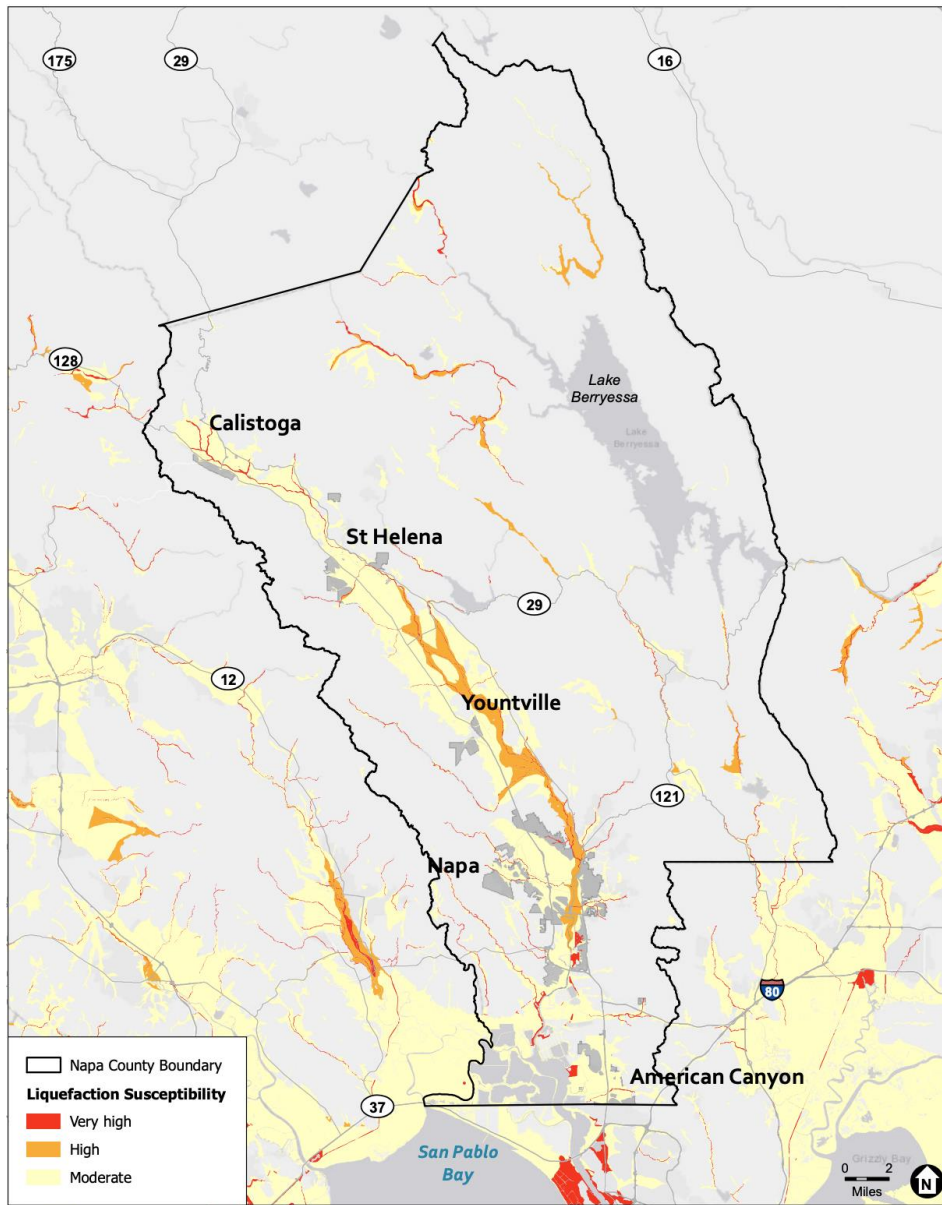


Figure SAF-6
Liquefaction Hazard Zones

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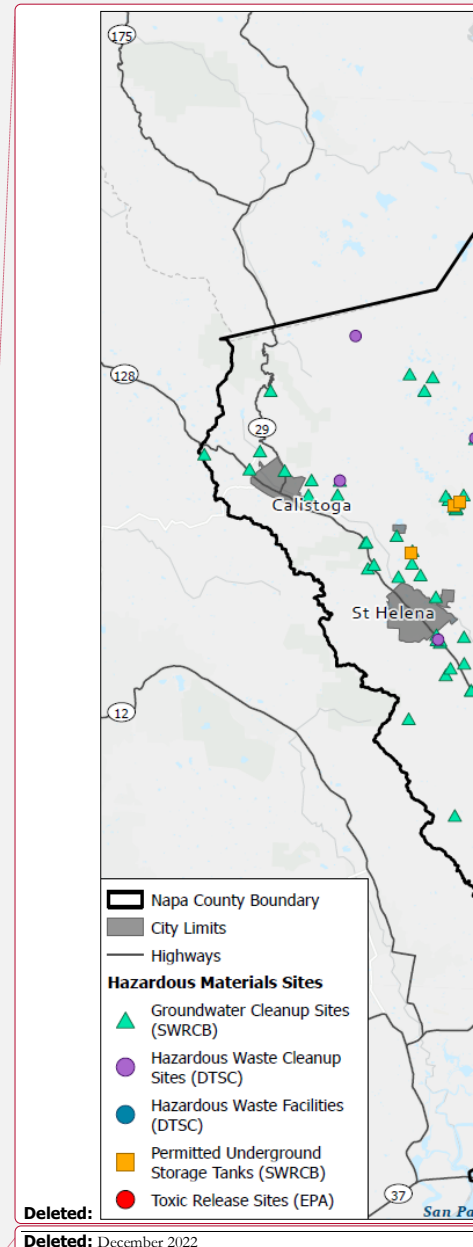
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- Hazardous Materials.** A “hazardous material” is defined in California Code of Regulations (CCR) Title 22 as a substance or combination of substances that may (1) cause, or significantly contribute to, an increase in mortality or an increase in serious illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed (CCR Title 22, Section 66260.10). Hazardous materials can be found throughout any urban environment. In Napa County, hazardous materials include household hazardous waste; byproducts of industrial manufacturers and providers of diesel, gasoline, propane, lubricants, and compressed natural gas; and pesticides commonly used on vineyards. Areas where historical or ongoing activities have resulted in known or suspected releases of hazardous materials to soil and groundwater, and where current investigation and cleanup activities are located, are monitored by the U.S. Environmental Protection Agency (EPA), California Department of Toxic Substances Control (DTSC), and State Water Resources Control Board (SWRCB). Given the number of waste generators and hazardous materials facilities in Napa County, several federal, state, and local laws, policies, plans, and programs regulate hazardous materials. These laws and associated regulations include specific requirements for facilities that generate, use, store, treat, and/or dispose of hazardous materials. **Figure SAF-7** identifies the approximate locations of all hazardous materials sites from the collective databases regulated and/or maintained by EPA, DTSC, and the SWRCB, including toxic release sites, permitted underground storage tanks, hazardous waste facilities, hazardous waste cleanup sites, and groundwater cleanup sites.
 - Pandemic Disease.** The U.S. Centers for Disease Control and Prevention define an “outbreak” as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An “epidemic” is a localized outbreak that spreads rapidly and affects many people or animals in a community. A “pandemic” is an epidemic that occurs worldwide or over a very large area and affects a large number of people or animals. Several major diseases have been found to be present in Napa County: Lyme disease, Rocky Mountain spotted fever, influenza, H1N1 flu, and COVID-19. Although not all will reach the level of pandemic, this Safety Element reviews each of these diseases, which are described in detail in Appendix A, the Safety Element Existing Conditions Report.
- On June 15, 2021, Napa County aligned with the California Department of Public Health and the State of California to fully reopen, removing capacity limits and distancing restrictions for most businesses and activities. However, the County and other agencies across the San Francisco Bay Area continue to track a series of health indicators to monitor the impact of COVID-19 on the community. Making such data publicly accessible will ultimately work to assist the decision-making process and help to maintain community safety and a strong, functioning economy.
- Severe Weather.** Napa County experiences impacts from severe-weather conditions such as thunderstorms, powerful winds, heavy rains, hail, and heat waves. All people, property, and environments in the Napa County planning area are exposed to some degree to the impacts of severe-weather events. Populations living at higher elevations with large trees and surrounding power lines may be more susceptible to wind damage and blackouts, while populations in low-lying areas are at risk for possible flooding from increased rainfall. Vulnerable populations such as the elderly, low-income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents of areas isolated from major roads have the potential to suffer to a greater extent during severe-weather events. Because severe-weather events consist of a suite of weather types that have the ability to affect the Napa County community as a whole, the ability to withstand these impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The most common problems associated with severe storms are immobility and loss of utilities.



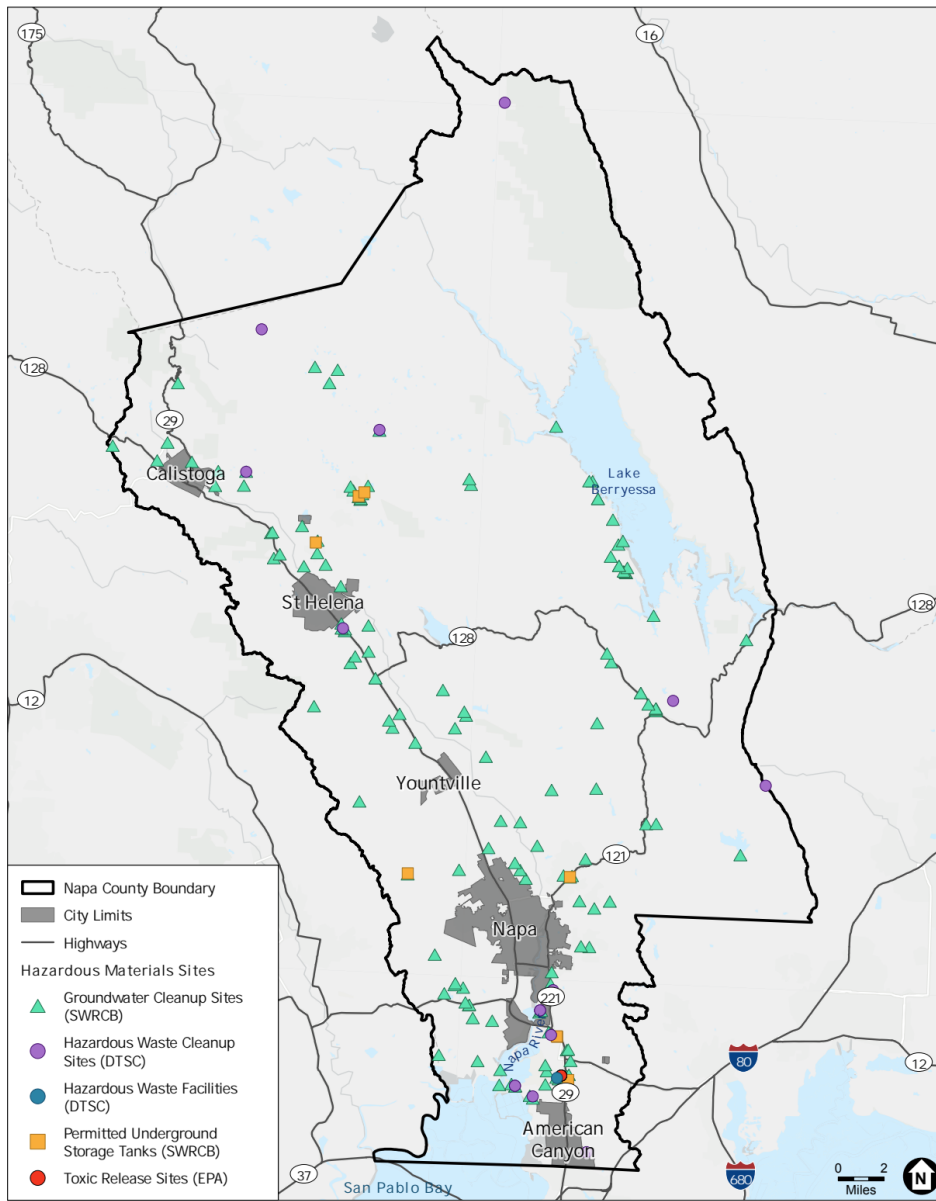


Figure SAF-7
Napa County Hazardous Materials Sites

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Napa County General Plan



- Slope Failure.** In Napa County, landslides and slope failure hazards pose a considerable threat to everyday services, including emergency response capabilities and transportation facilities. **Figure SAF-8** shows low, moderate, and high landslide susceptibility and vulnerable facilities in the county's unincorporated areas. Most of the high-susceptibility areas are in the hilly regions bordering the Napa Valley. Landslides are most frequently triggered during periods of high rainfall, which typically occur between November and April in Napa County. Seismic waves from earthquakes can also cause slope failure triggering landslides. Landslides caused by earthquakes are usually located on steeper and longer slopes than those triggered by heavy rainfall (American Geosciences Institute). Hazards are greatest in steeply sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. Slope steepness and underlying soils are the most important factors affecting landslide hazards. However, surface and subsurface drainage patterns also affect landslide hazards, and vegetation removal can increase the likelihood of a landslide (Association of Bay Area Governments, 2018).
- Wildfire Hazard.** Historically, wildland fire risk in Napa County can be attributed to four factors: extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in wildland urban interface (WUI) areas. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for Napa County residents. Ignition sources, or fuels, in the county include grass/oak woodland, 15- to 50-year-old chaparral, redwood forests, and timber more than 50 years old. Critical concerns arise when the dead-to-live ratio of chaparral exceeds 50 percent, and live fuel moisture approaches 60 percent in late summer and early fall (Strategic Fire Plan Sonoma-Lake-Napa Unit, 2017).

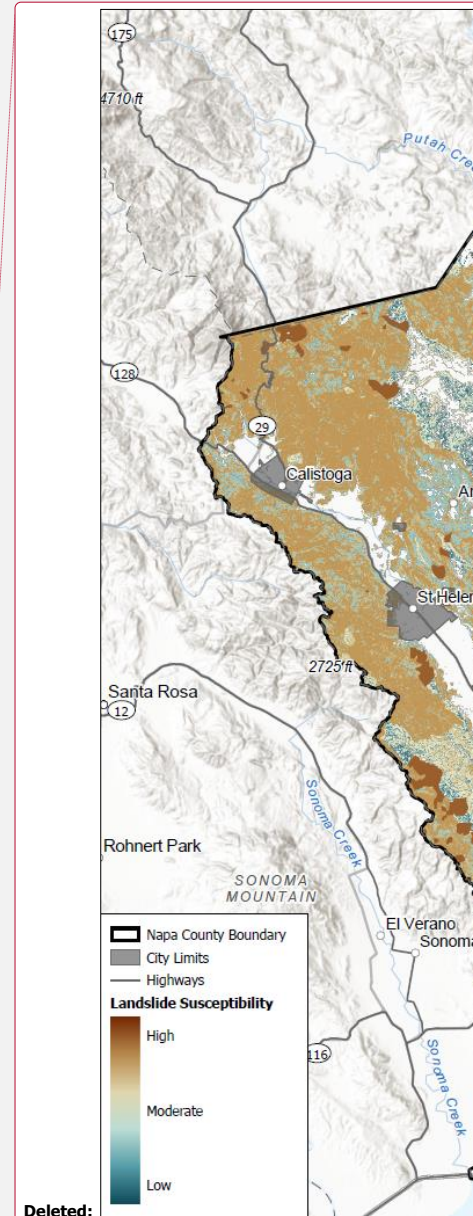
Fire Hazard Severity Zones Defined

California law requires the California Department of Forestry and Fire Protection (CAL FIRE) to identify "severity zones" in the state based on the severity of fire hazards that are expected to occur there. Severity zones are identified based on factors such as fuel, slope, and fire weather (CAL FIRE, 2021).

There are three zones, based on increasing fire hazard: medium, high, and very high.

In California, federal, state, local, and tribal organizations all have legal and financial responsibility for wildfire protection. To address jurisdictional responsibilities related to wildfire, in 1981 the California Legislature outlined various wildfire responsibility areas. In Napa County, the most prominent of these responsibility areas are State Responsibility Areas (SRAs) and Local Responsibility Areas (LRAs). **Figure SAF-9** illustrates the fire hazard severity zones in the SRA and the very high fire hazard zones in the LRA for Napa County. (Please refer to the most recent CALFIRE FRAPFHSZ for the most up to date map)¹. The County currently maintains agreements with all the fire agencies in Napa county, Solano, and Sonoma Counties as well as Napa City, American Canyon Fire Protection District, City of St Helena FD, Calistoga City FD, Schell Vista Fire Protection District and Cordelia Fire Protection District for assistance for all emergency incidents.

¹ The most recently updated SRA FHSZ maps were not publicly available at the time of production of this document. For the most recently updated SRA FHSZ maps please see: <https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=fd937aba2b044c3484a642ae03c35677>



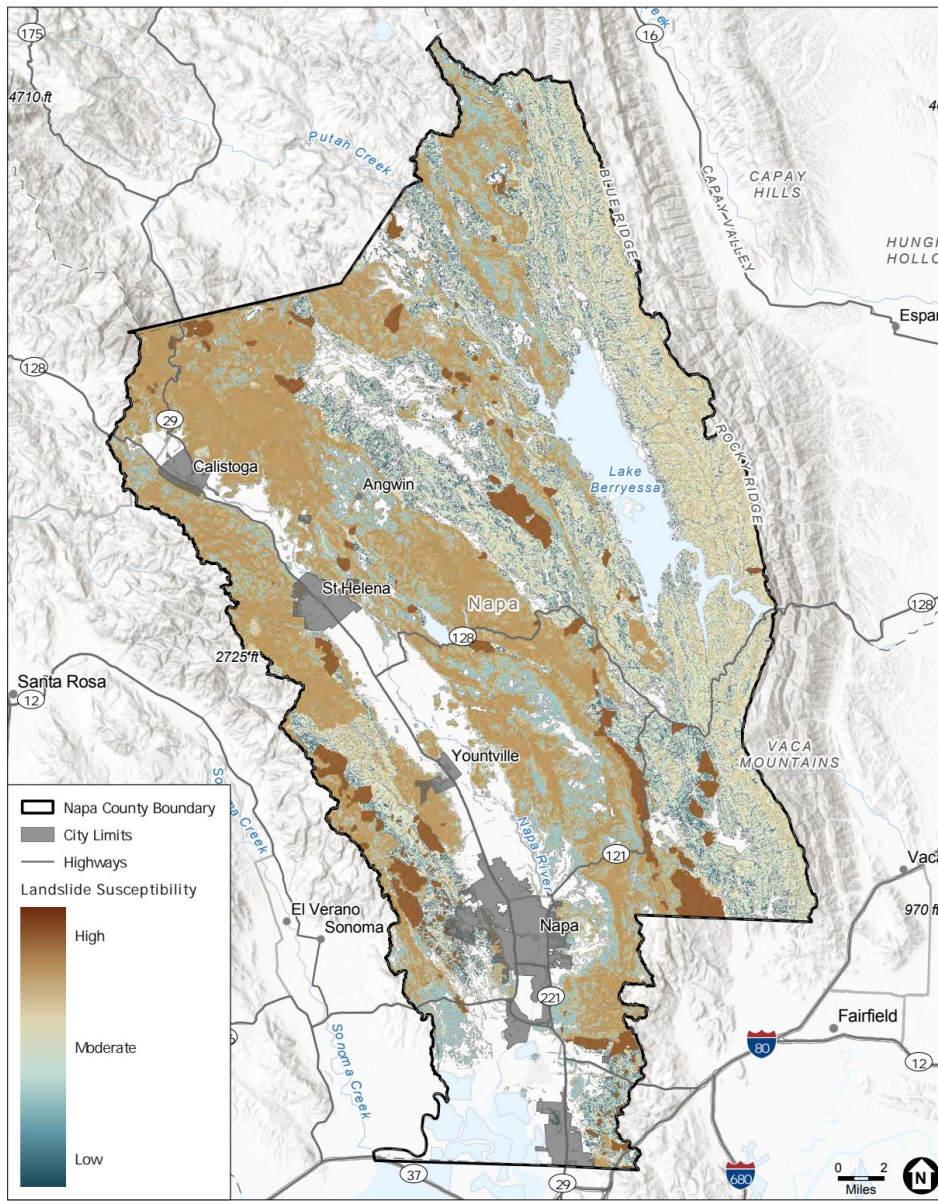
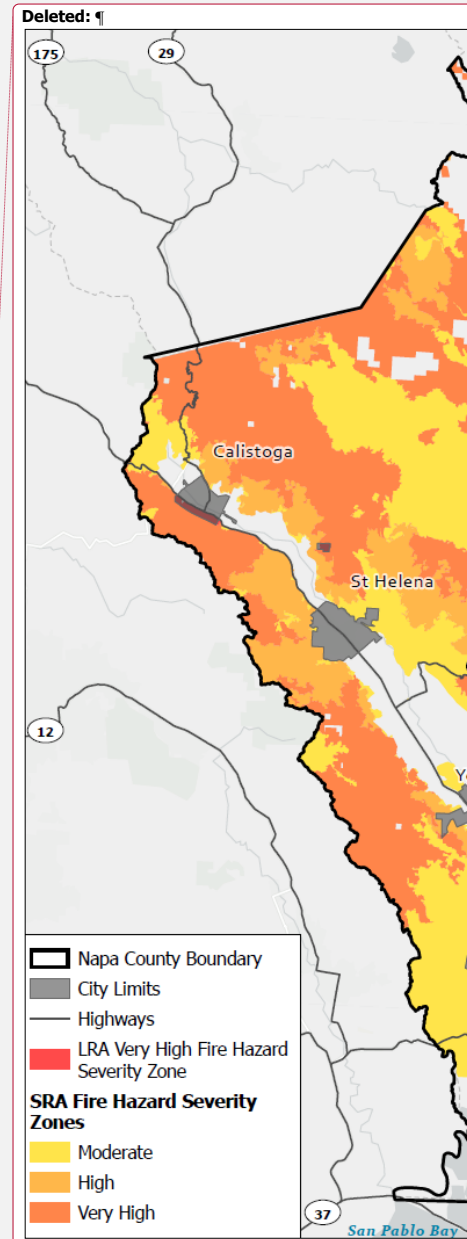


Figure SAF-8
Napa County Landslide Susceptibility



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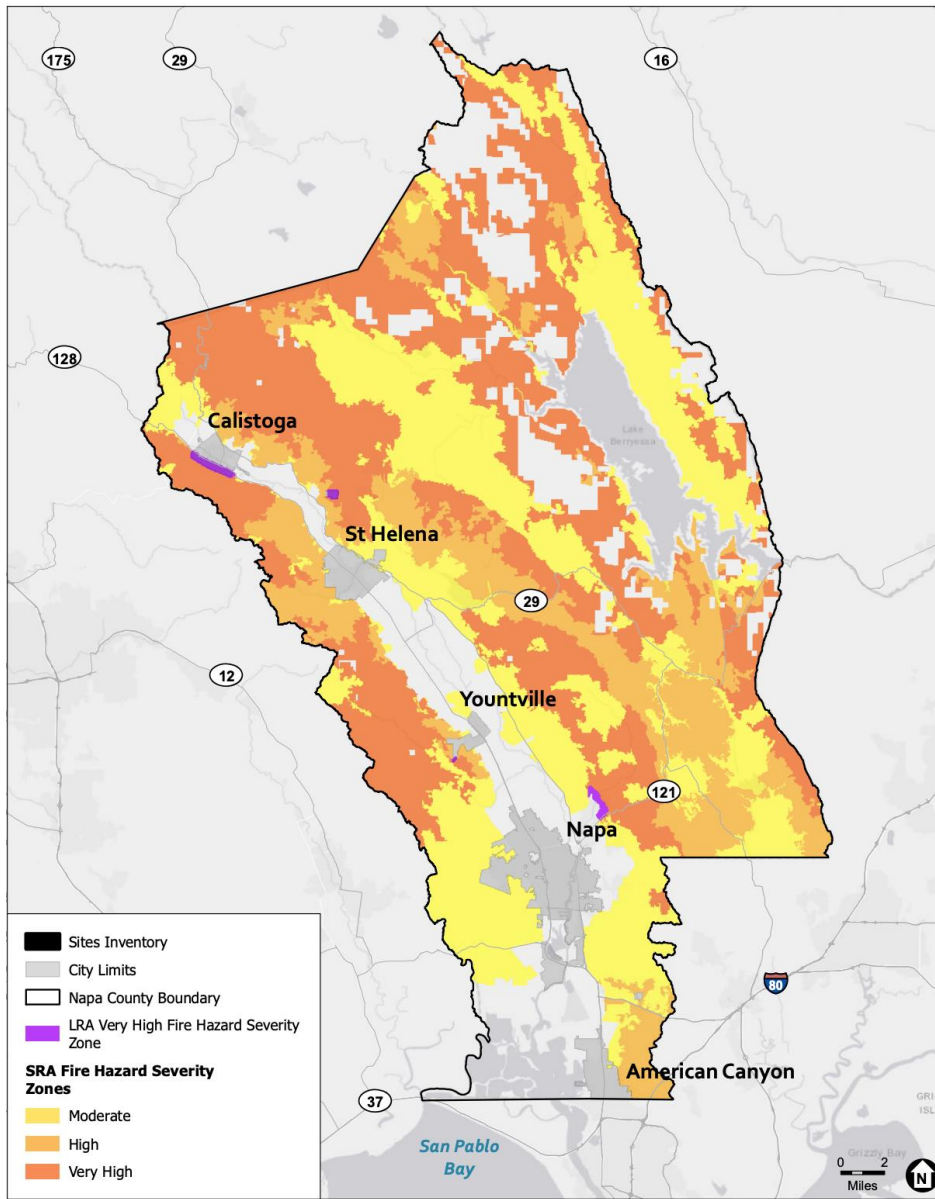


Figure SAF-9
Napa County Fire Hazard Severity Zones

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The majority of past wildfire events in Napa County occurred during the summer months (typically June through August). Fire risk will continue to grow if more development is permitted in WUI areas, which increases fuel loads and the risk of human-caused fires. From 2000 to 2019, 10 wildfires—one of which was human-caused—burned more than 1,000 acres in Napa County (Napa County Office of Emergency Services, 2020). In Napa County, wildfires put lives and property at risk and compromise rivers and watersheds, open space, timberland, rangeland, recreational opportunities, historic and cultural assets, scenic resources, and local economies. Wildfire is of greatest concern to populations residing in the moderate, high, and very high fire hazard severity zones. **Figure SAF-10** shows Napa County's fire hazard severity zones, General Plan land uses, and vulnerable infrastructure. With regard to Figure SAF-10, the County currently has no areas lacking emergency service. As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will remain a significant threat to the Napa County community. Climate change is projected to increase this current risk by anywhere from 10 to 20 percent, and the County will need to continue to adapt to this projected increase (Napa County Office of Emergency Services, 2020). This increase could cause additional threats to Napa County and has the potential to affect emergency services, roads, water supplies, housing access, and quality of life. While the County continues to increase its capacity to adapt to wildfire risk, goals and policies in this Safety Element will address site constraints with respect to wildfire hazards and potential impacts on community safety, as well as community education and preparedness.

- Emergency Preparedness and Evacuation Planning.** Given current climate change, disasters including drought, severe weather, flooding, and other emergencies will likely increase in the coming years, making emergency preparedness even more important. Napa County has several organizations and plans that focus on how best to protect the public and the built environment in the event of a disaster. Disasters can include hazards such as fires, earthquakes, flooding, terrorism, hazardous waste accidents, and public health emergencies. These plans, which are listed throughout the text of the full Existing Conditions Report in Appendix A (including in the Resources section), include not just disaster response, but also recovery after the disaster. Overall, the Napa County Emergency Operations Division oversees the emergency operations plans, called the Concept of Operations Base Plan (CONPLAN). Because of the potential for increased wildfires and flooding in Napa County and the state, and because these types of disasters require coordinated evacuations to save lives, the State of California has enacted two new laws that focus on improvement of evacuation planning. Emergency evacuation—of residents, businesses, and in particular, vulnerable communities—has become an important focus of emergency preparedness. This recently enacted legislation requires that cities update their safety elements to identify and evaluate evacuation routes. AB 747 specifically requires that safety elements be updated to identify evacuation routes and assess the capacity, safety, and viability of those routes under a range of emergency scenarios. SB 99 similarly requires the agencies to identify residential developments in hazard areas that do not have at least two emergency evacuation routes. This information about emergency evacuation routes is shown in the maps found in **Appendix B**. These six maps identify areas and communities with only one access route, particularly in residential areas, and distances to evacuation gateways, or destinations for the three different evacuation scenarios described in Appendix B. The evacuation route analysis in this Safety Element is primarily concerned with (and planning for) wildfires as the cause of emergency evacuations. The County assumes that other natural disasters such as flooding and earthquakes do not require large-scale, concentrated travel over long distances or constrained time frames; response efforts related to these disasters are coordinated by the Emergency Operations Plan.

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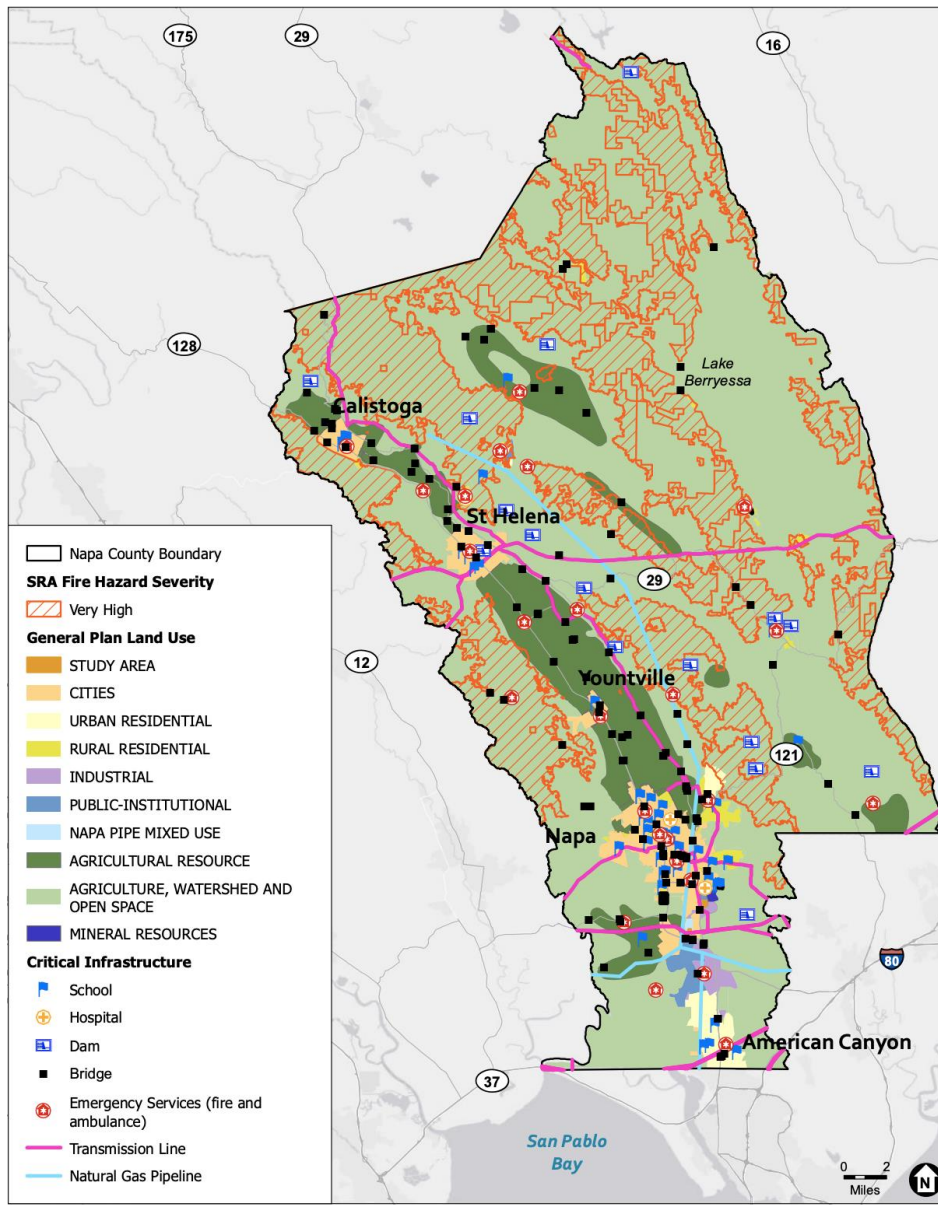
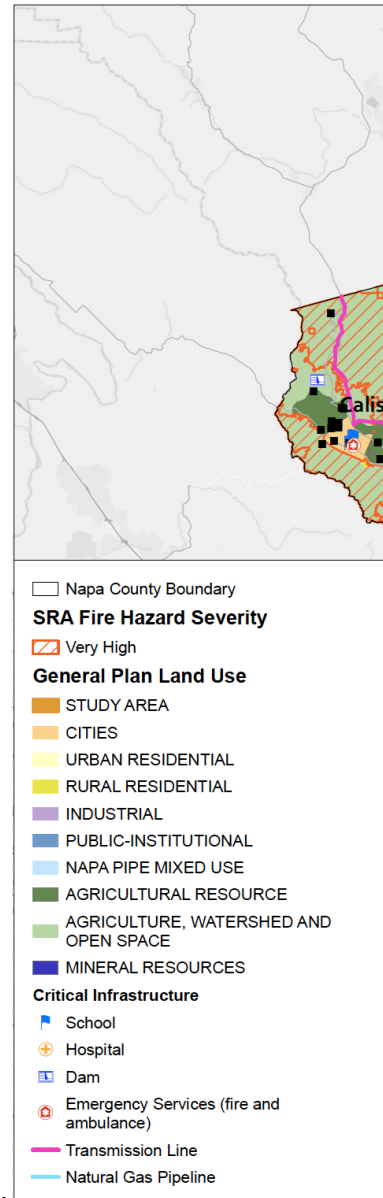


Figure SAF-10

Napa County Fire Hazard Severity Zones, General Plan Land Uses and Vulnerable Infrastructure



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Napa County General Plan



SAFETY ELEMENT GOALS AND POLICIES

EMERGENCY PREPAREDNESS

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: **Education programs.** Participate in local, regional, and state education programs regarding fire, flood, and geologic hazards.

Action Item SAF-1.1b: **Safety training.** Work to ensure that all County fire departments and local law enforcement as well as other emergency office staff identify potential hazardous and cascading hazardous events and perform regular trainings biannually.

Policy SAF-1.2: **Provide up-to-date information.** Individuals and businesses should have access to up-to-date information which allows them to collaborate with regional agencies and community-based organizations to expand communications, to improve hazard preparation and response, and be able to make informed decisions about potential safety hazards and the level of risk they are willing to accept.

Policy SAF-1.3: **Evaluate safety hazards.** The County shall evaluate potential safety hazards when considering General Plan Amendments, rezoning, or other project approvals (including but not limited to new residential developments, roads or highways, and all structures proposed to be open to the public and serving 50 persons or more) in areas characterized by:

- 1) Slopes over 15 percent,
- 2) Identified landslides,
- 3) Floodplains,
- 4) Medium or high fire hazard severity,
- 5) Former marshlands, or
- 6) Fault zones.

Policy SAF-1.4: **Perform post-disaster evaluation.** Following disasters conduct an evaluation of redevelopment, particularly after large fires.

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Policy SAF-1.5: **Provide for continued high level of service.** Encourage intergovernmental and regional cooperation directed toward providing for a continuing high level of public services and coordination of services during a disaster.

Policy SAF-1.6: **Develop intra-county evacuation routes.** The County shall cooperate with other local jurisdictions to develop intra-county evacuation routes to be used in the event of a disaster within Napa County.

Policy SAF-1.7: **Plan for self-sufficiency.** Planning and outreach should recognize that Napa County may be cut off from surrounding areas following a natural disaster and may need to be self-sufficient in terms of providing emergency services, information, and support to residents and businesses.

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.

Policy SAF-1.9: **Assessment of future emergency service needs.** Prepare an assessment and projection of future emergency service needs as part of the County's future 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.

Policy SAF-1.10: **Increase workforce housing.** Support increasing the supply of workforce housing. Sufficient workforce housing will likely increase the number of Napa County's first responders living locally, allowing them to be immediately available in the event of a disaster or other emergency.

Policy SAF-1.11: **Update evacuation routes.** In the next update to the MJHMP identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

Note to the Reader: Please refer to the Housing Element for policy and programs related to workforce housing development and worker proximity housing programs.

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 uses destroyed by hazards or natural disasters as soon as reasonable.

Policy SAF-2.1: **Engage private sector in disaster response and recovery.** The County encourages the involvement of the private sector in disaster response and post-disaster recovery efforts.

Policy SAF-2.2: **Utilize diverse communication technologies.** The County supports the use of communication technologies to transmit information to other agencies and the public during emergencies, including:

- Alert Napa County emergency alert system.
- Integrated Public Alert and Warning System (IPAWS).

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Napa County General Plan



- Social media operated by Napa County, the Napa County Sheriff's Office, the Napa County Fire Department, and other public safety agencies and municipalities.
- Other systems to provide outreach to residents without telephone or Internet service.

Policy SAF-2.3: **Maintain structural and operational integrity of essential public services.** The County will seek to maintain the structural and operational integrity of essential public services during flooding events and other natural disasters, including through the location of new essential public facilities outside of flood hazard zones when feasible. All critical public infrastructure intended for emergency use shall be provided with a source of alternate power.

Policy SAF-2.4: **Expedite disaster recovery programs.** The County's emergency services program shall be authorized to review and expedite implementation of appropriate federal, state, regional, and local disaster recovery programs. This may include but not be limited to:

- Preparation of potential mass care facilities;
- Hospital reserve disaster inventory modules;
- Packaged disaster hospitals;
- Disaster assistance centers;
- Multipurpose staging areas;
- Emergency water, food, and medical supplies;
- Instruction leaflets;
- Emergency operating centers; and
- Emergency broadcast systems.

Policy SAF-2.5: **Protect the frail during hazard events.** The County shall work with municipalities, emergency response providers, and others to develop plans and procedures for identifying frail individuals during weather emergencies (including heat waves, storms, and floods), and to mobilize resources for providing transport, shelter, or other assistance as needed.

Policy SAF-2.6: **Maximize Alert Napa County registrations.** Maximize citizen registration on Alert Napa County to provide consistent emergency and community notifications and ensure the greatest reach possible.

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Policy SAF-2.7: **Address mental health in emergency planning.** Mental health interventions and programs should be considered in any updates to the County's emergency services planning process. The County should work with the Napa County Department of Health and Human Services Agency to identify persons who may require special assistance or counseling related to emergency situations, including residents and workers. To the extent the County is aware of special needs populations that require special assistance following a disaster, responders should be made aware of these populations and implement programs to reach out to them.

Action Item SAF-2.7a: Community mental health and physical preparedness survey. Working with the Napa County Department of Health and Human Services Agency and Office of Emergency Services, prepare and disseminate a survey to all residents and workers or a subset (e.g., vulnerable communities, frontline workers) before Natural Hazards Awareness Week to raise awareness and gather information related to

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the community's mental and physical preparedness surrounding the issue of climate change and emergency preparedness. The findings of this survey will help to inform the materials presented during Natural Hazards Awareness Week and other programs.

Policy SAF-2.8: **Increase seismic resistance for critical facilities.** Consistent with state and federal requirements, critical facilities should be provided with additional earthquake resistance and damage control to allow such facilities to remain operational after a disaster.

Policy SAF-2.9: **Disseminate emergency planning information.** The Agricultural Commissioner will coordinate with the Napa County Farm Bureau 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.

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:

- Increase capacity through the use of contraflow lanes or shoulders.
- Manage traffic control, including through turn restrictions and route or ramp closures, to maximize outflows from evacuation areas.
- Clear fire-induced road closures more quickly.
- Prohibit or restrict street parking on high-hazard days.
- Continually improve communication systems and implement strategies that improve disaster alerts.
- Instigate dynamic route guidance and monitoring.
- Implement phased evacuations.
- Promote reductions in vehicle volumes during evacuations, such as by encouraging households to use only one vehicle to evacuate.
- Closely monitor power issues that could affect traffic signals and slow down evacuations.

Action Item SAF-2.10a: **Update municipal code and street codes for fire safety.** Update municipal and street codes to utilize minimum standards of fire safe codes and measures for access/evacuation routes.

Action Item SAF-2.10b: **Mitigation measures for evacuation routes.** Establish mitigation measures and improvement plans for inadequate evacuation routes.

Policy SAF-2.11: **Provide evacuation information to residents, businesses and tourists.** To improve emergency preparedness, inform residents, at-risk populations, businesses and tourists before large-scale evacuations regarding shelter locations, evacuation routes, defensible space and procedures for storing valued items or taking such items with them.

Policy SAF-2.12: **Require emergency action planning for single-access neighborhoods.** Work with every community identified as having only one access route to complete an emergency action plan, using guidance from the Napa County Office of Emergency Services.

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Policy SAF-2.13: **Require emergency action planning for communities exposed to fire and flooding.** Work with every community identified as at-risk to wildfire or flooding to complete an emergency action plan, using guidance from the Napa County Office of Emergency Services.

Policy SAF-2.14: **Require emergency action planning for residential care and assisted living facilities.** Require all residential care and assisted living facilities to produce an emergency action plan, to ensure that these facilities are well prepared for a disaster and have alternative access plan and evacuation routes to protect vulnerable people during a disaster.

Policy SAF-2.15: **Require emergency action planning for all critical facilities.** Require all critical facilities to produce an emergency action plan, to ensure that these facilities are well prepared for a disaster and are accessible during emergencies.

Policy SAF-2.16: **Conduct hardening and redundancy for public safety buildings.** Conduct hardening for security and build redundant (power and other) capability into public safety buildings.

Policy SAF-2.17: **Modify evacuation orders as appropriate for agricultural protection.** To protect agricultural resources, work with CAL FIRE to modify evacuation orders when advisable to allow farmers to reenter areas to save crops that could be lost during long-term evacuations.

Policy SAF-2.18: **Limit development to protect life and property from dam failure and wildfires.** Review all new development proposals relative to dam failure inundation maps and areas subject to wildfire to recommend denial of or limits on development if necessary to protect life and property.

Policy SAF-2.19: **Require dam operators to maintain regularly updated emergency action plans.** To reduce the risks of loss of life and property from dam failure, require all dam operators to maintain and regularly review and update their emergency action plans for all high and significant-hazard potential dams for Napa County.

Policy SAF-2.20: **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 wildland urban interface areas.

Action Item SAF-2.20a: **Assessment of roads.** Bi-annually, 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.

Action Item SAF-2.20b: **Evacuation routes in dense rural communities.** 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.

Policy SAF-2.21: **Install backup generators in public facilities.** Install backup power generators for fire stations, pump houses, emergency shelters, and cooling centers.

Policy SAF-2.22: **Agricultural disaster management.** Encourage addressing disaster management issues within the agricultural sector at more localized levels.

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- Policy SAF-2.23: **Provide farmworkers with emergency protection resources.** Provide resources to protect farmworkers (e.g., facilities, education) in the event of an emergency situation such as a wildfire, extreme heat, extreme weather, flooding, or an earthquake.
- Policy SAF-2.24: **Offer agricultural training and networking resources.** Offer agricultural disaster training and networking opportunities for farmers and agricultural regulatory agencies.
- Policy SAF-2.25: **Develop a “Natural Hazard Awareness Week” campaign to educate and prepare community members.** In collaboration with the Napa Valley Community Organizations Active in Disaster, the Napa County Office of Emergency Services, and other interested County agencies, develop a “Natural Hazard Awareness Week” campaign and conduct corresponding outreach to the community and all interested parties. Activities will focus on flooding, earthquakes, and other natural hazards, including associated hazard functions, governing laws/regulations, mitigation strategies, and precautions. Outreach will also be conducted throughout the year, wherever possible.
- Policy SAF-2.26: **Coordinate with utility agencies when developing climate action plans.** Coordinate with utility agencies (such as the Napa Sanitation District) when developing climate action plan adaptations.
- Policy SAF-2.27: **Work with organizations to enhance disaster communication processes.** Continue to work and collaborate with the Napa Valley Community Organizations Active in Disaster to enhance communication in the event of a disaster.
- Policy SAF-2.28: **Provide an informational sheet outlining agency responsibilities and hierarchy during disaster management.** The Napa County Office of Emergency Services shall create, and then provide to all agencies and community-based organizations with responsibilities for emergency response, an informational sheet designating the hierarchy and specific roles and responsibilities of each agency or organization when responding to a disaster. This is to prevent confusion and inefficiency during disaster response.

DROUGHT

- Goal SAF-3:** To reduce the impacts caused by drought for residents and the business community.
- Policy SAF-3.1: **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.
- Policy SAF-3.2: **Continue to invest in programs that promote water conservation in Napa County’s agricultural industry.** Continue collaboration efforts between the Agricultural Commissioner, Napa County Groundwater Sustainability Agency, Napa County Resource Conservation District, University of California Cooperative Extension for Agriculture and Natural Resources, and the agricultural industry to develop actions and invest in programs that lead to increased water conservation and sustainability in Napa County’s vineyards, wineries, and farmland.
- Policy SAF-3.3: **Water monitoring devices.** Install water monitoring devices on government-owned facilities.

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- Policy SAF-3.4: **Plant drought tolerant landscaping at public facilities.** Install drought tolerant landscaping at government-owned facilities.
- Policy SAF-3.5: **Update water conservation policies for landscaping.** Amend or revise water conservation regulations for landscape design.
- Policy SAF-3.6: **Outdoor watering conservation ordinance.** Adopt a new water conservation ordinance for commercial and residential land uses limiting outdoor watering.

GEOLOGIC AND SEISMIC

- Goal SAF-4:** To the extent reasonable, protect residents and businesses in the unincorporated area from hazards created by earthquakes, landslides, and other geologic hazards.

- Policy SAF-4.1: **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. Geologic studies shall identify site design (such as setbacks from active faults and avoidance of on-site soil-geologic conditions that could become unstable or fail during a seismic event) and structural measures to prevent injury, death and catastrophic damage to structures and infrastructure improvements (such as pipelines, roadways and water surface impoundments not subject to regulation by the Division of Safety of Dams of the California Department of Water Resources) from seismic events or failure from other natural circumstances.

Action Item SAF-4.1a: **Make updated maps publicly available.** Updated maps should be made available to the public at County offices, on the County's Web site, and through other appropriate channels.

- Policy SAF-4.2: **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 which can promote earth movement.
- Policy SAF-4.3: **Prohibit extensive grading where geological hazards are present.** No extensive grading shall be permitted on slopes over 15 percent where landslides or other geologic hazards are present unless the hazard(s) are eliminated or reduced to a safe level.
- Policy SAF-4.4: **New hillside parcels shall be large enough for site flexibility.** Newly created hillside parcels shall be large enough to provide flexibility in finding a stable buildable site and driveway location.
- Policy SAF-4.5: **Prohibit road dedication where geological hazards would require excessive county maintenance.** The County shall not accept dedication of roads (a) on or jeopardized by landslides, (b) in hilly areas, or (c) in areas subject to liquefaction, subsidence, or settlement, which, in the opinion of the Public Works Department, would require an excessive degree of maintenance and repair costs.

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- Policy SAF-4.6: **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.
- Policy SAF-4.7: **Regular review of slope failure maps.** Regularly update maps identifying all areas subject to slope failure, including locations of critical facilities and infrastructure that could be affected by the slope failure. This information can be used for improvement of public education and awareness, planning and public works projects, and development of a warning system.
- Policy SAF-4.8: **Slope stabilization projects.** Implement slope stabilization projects in the highest risk areas.
- Policy SAF-4.9: **Private critical facilities shall evaluate and address geological hazard resilience.** Encourage privately owned critical facilities (e.g., churches, hotels, other gathering facilities) to evaluate the ability of the buildings to withstand earthquakes and to address any deficiencies identified.
- Policy SAF-4.10: **Seismic retrofitting for county-owned critical facilities.** Retrofit County-owned critical facilities and buildings, increasing their capability to withstand earthquakes and liquefaction.
- Policy SAF-4.11: **Update and enforce seismic building codes.** Adopt and enforce updated building codes to reduce earthquake damage to structures.

DISEASE AND PANDEMIC

- Goal SAF-5:** It is the goal of Napa County to be prepared to effectively respond to an outbreak or disease.
- Policy SAF-5.1: **Upgrade existing hospitals.** Increase the capacity of existing hospitals through retrofits or upgrades with enhanced heating, ventilation, and air conditioning systems and isolation wings.
- Policy SAF-5.2: **Disseminate outbreak and disease information to agriculture sector.** Enlist the assistance of the Napa County Farm Bureau and other agricultural organizations to disseminate information and guidance to the agricultural sector regarding outbreaks and disease.
- Policy SAF-5.3: **Disease resources for vulnerable communities.** Focus education and health resources for disease control on the most vulnerable communities, which may include elderly residents, people with disabilities, African Americans, Latinx people, Pacific Islanders, and lower-income households. Provide all communication in multiple languages as needed by the population.
- Policy SAF-5.4: **Update insect identification and pest programs.** Collaborate with regional agencies and organizations to expand and improve insect identification and pest programs.

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WILDFIRE

Goal SAF-6: It is the goal of Napa County to effectively manage forests and watersheds, and to protect homes and businesses from fire and wildfire and minimize potential losses of life and property.

Policy SAF-6.1: **Collaborate with other agencies for implementation of wildfire and hazard plans.** The County shall work with other agencies and organizations to implement the Community Wildfire Protection Plan (2021) and Multi-Jurisdictional Hazard Mitigation Plan (2021).

Policy SAF-6.2: **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.

Action Item SAF-6.2a: **Update municipal code per state fire protection code.** Review and update the 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.

Policy SAF-6.3: **Coordinate with fire agencies to plan for fire prevention and suppression needs.** The County shall coordinate with CAL FIRE and fire agencies in neighboring counties to plan for future fire prevention and suppression needs including identifying future water supply for fire suppression needs.

Policy SAF-6.4: **Minimize hazards in high wildland fire hazard areas.** Avoid or minimize new residential development in the VHFHSZ. If new development occurs within the VHFHSZ the County will ensure the most current State and Local Fire Regulations and Codes will be applied such as the State Fire Safe Regulations, Fire Codes, Defensible Space and utilize the most current State Home Hardening recommendations.

Action Item SAF-6.4a: **Develop standards for development in high fire hazard severity areas.** Develop site criteria and construction standards for development in high fire hazard areas and adopt standards to restrict urbanizing these areas as defined in Policy AG/LU-27 unless adequate fire services are provided.

Action Item SAF-6.4b: **Implement “Napa Firewise.”** Continue to implement “Napa Firewise” through information and education programs, community outreach, and fuel modification.

Note to the Reader: Please refer to the Agricultural Preservation and Land Use Element for policy related to the reconstruction of uses destroyed by fire or natural disaster.

Policy SAF-6.5: **Support prescribed fuel management programs.** The County supports the use of prescribed fuel management programs, including prescribed burns and brush clearing, for managing fire hazardous areas; to reduce wildfire hazard, improve watershed capabilities, promote wildlife habitat diversification, and improve grazing.

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Note to the Reader: Please also refer to Policy CON-11 for related policy statements on this topic.

Policy SAF-6.6: **Meet or exceed fire safety standards for county buildings and roads.** The County should set a good example and meet or exceed fire safety standards and defensible space requirements for all County buildings and roads.

Policy SAF-6.7: **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-6.7a: **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.

Policy SAF-6.8: **New development compliance with fire safety standards.** All new development shall prepare a fire protection plan that complies with established fire safety standards. Ingress and egress will be constructed utilizing the most current State Fire Safe Regulations, Fire Code, Napa County Road and Street Standards, and/or County Code that meets these minimum requirements. Fire protection plans shall be referred to the appropriate fire agency and other public agencies for comment as to:

- 1) Risk analysis.
- 2) Location of anticipated water supply.
- 3) Adequacy of water supply for new development (i.e. maintenance and long-term integrity).
- 4) Adequacy of fire flow (gallons per minute) to extinguish a fire at the proposed development.
- 5) Fire response capabilities including site design for fire department access in and around structures.
- 6) Ability for a safe and efficient fire department response.
- 7) Traffic flow and ingress/egress for residents and emergency vehicles.
- 8) Fire safety requirements including site-specific built-in fire protection, defensible space, infrastructure, building ignition resistance, and fuel modification.
- 9) Mitigation measures and design considerations for non-conforming fuel modification (i.e. fuel modification out of compliance with the County's and CALFIRE's Fire Safety Standards).
- 10) Potential impacts to emergency services and fire department response.
- 11) Maintenance of vegetative clearance on public and private roads.
- 12) Wildfire education maintenance and limitations.

Policy SAF-6.9: **Preserve and maintain fire prevention techniques.** The County shall preserve and maintain existing fire trails, defensible space, and community fire breaks.

Policy SAF-6.10: **Maintain fire breaks.** The county will work with CalFire, Fire Safe Councils, public works, fire districts and any other community organizations to ensure that the fire breaks will be maintained; seek grant money – both Federal and State, to fund fire breaks and their long-term maintenance.

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- Policy SAF-6.11: **Utilize guidance from the community protection plan.** Implement the guidance found in the Community Wildfire Protection Plan, and continue to work with the Napa Communities Firewise Foundation to implement new programs and techniques as the plan changes.
- Policy SAF-6.12: **Address and mitigate human causes of ignition.** Focus on human causes of ignition and address the problem through education and enforcement actions. Develop mitigation related resources for residents in high-hazard areas, including resources and best-practice guides for fuel reduction and building material retrofits.
- Policy SAF-6.13: **County chipper program.** Continue the County Chipper Program and monitor the success of the program for improvement or expansion.
- Policy SAF-6.14: **Assist private property owners with fuel reduction.** Continue and expand technical assistance to private property owners to implement fuel reduction around their homes and businesses. Develop and conduct a defensible space community education program with specific programs for populations deemed at-risk.
- Policy SAF-6.15: **Regularly update county defensible space ordinance.** Update the County's defensible space ordinance regularly as necessary to meet or exceed the CAL FIRE defensible space ordinance.
- Policy SAF-6.16: **Support neighborhood-based Firewise councils.** Foster and form neighborhood-based firewise councils, using grant funding to support their operation.
- Policy SAF-6.17: **Retrofit critical public safety infrastructure.** Retrofit critical public safety infrastructure with fire resistant materials and maintain defensible space around structures.
- Policy SAF-6.18: **Conduct prescribed burns.** Conduct prescribed burns as part of a wildfire mitigation strategy.
- Policy SAF-6.19: **Fire resilient retrofitting for care facilities.** Require care facilities (adult care, childcare) to retrofit with fire-resistant materials when upgrading and require facilities to maintain defensible space around their structures.
- Policy SAF-6.20: **Vegetation management projects.** Complete vegetation management projects as prescribed in the Community Wildfire Protection Plan.
- Policy SAF-6.21: **Construct fuel breaks and roadside treatment projects.** Construct shaded fuel breaks and complete roadside treatment projects as prescribed in the Community Wildfire Protection Plan.
- Policy SAF-6.22: **Require proper addressing and signage.** All streets and homes shall have proper addressing and signage in compliance with Napa County Fire Department to assist in wildfire emergencies.
- Policy SAF-6.23: **Move utility lines underground.** Work with utility providers to move aboveground lines underground.
- Policy SAF-6.24: **Improve egress in wildland urban interface areas.** Construct or improve egress for wildfire emergencies in wildland urban interface areas.
- Policy SAF-6.25: **Farmworker wildfire education.** Coordinate with the Napa County Farm Bureau to train farmworkers and increase their situational awareness in the event of a wildfire.

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Policy SAF-6.26: **Location of public facilities.** With the exception of fire stations, where location is based on a variety of factors, all essential public facilities shall be located outside high fire risk areas, where feasible.

Policy SAF-6.27: **Implement fire safety and evacuation recommendations.** The County shall implement recommendations to improve fire safety and evacuation within existing subdivisions with only point of egress, pursuant to recommendations provided by the Board of Forestry and Fire Protection.

Action Item SAF-6.27a: **Mitigate non-conforming development.** Mitigate existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazards.

FLOODING

Goal SAF-7: To protect residents and businesses from hazards caused by flooding.

Policy SAF-7.1: **Evaluate construction in new flood plains.** New construction in flood plains shall be evaluated and placed above the established flood elevation or flood-proofed to minimize the risks of flooding and provide protection to the same level as required under County's Floodplain Management Ordinance.

Policy SAF-7.2: **Maintain areas subject to flooding in agricultural or open spaces.** The County recognizes that agricultural open space also serves a valuable purpose in promoting safety, and that maintaining areas subject to flooding in agricultural or open space uses minimizes the impacts of flooding on homes and businesses.

Note to the Reader: Please refer to Figure SAF-3 in this Safety Element for a map of areas subject to flooding.

Policy SAF-7.3: **Review potential flood impacts for new proposed projects in a floodway.** The review of new proposed projects in a floodway as mapped on the County's Flood Insurance Rate Maps (FIRM)² (Figure SAF-3) shall include an evaluation of the potential flood impacts that may result from the project. This review shall be conducted in accordance with the County's FEMA approved Flood Plain Management Ordinance, incorporated herein by reference, and at minimum include an evaluation of the project's potential to affect flood levels on the Napa River; the County shall seek to mitigate any such effects to ensure that freeboard on the Napa River in the area of the Napa River Flood Protection Project is maintained.

Policy SAF-7.4: **Review development proposals with reference to dam failure.** Development proposals shall be reviewed with reference to the dam failure inundation maps in order to determine evacuation routes.

Policy SAF-7.5: **Ensure proper maintenance and repairs for dams and levees.** Dam and levee maintenance is considered by the County to be the responsibility of the owner/operator

² Flood Insurance Rate Map, Napa County, California, Map Number 06055CIND0A (index sheet), Effective Date: September 26, 2008



of each dam and/or levee. The County will support other agencies in their efforts to ensure that proper maintenance and repairs are accomplished.

- Policy SAF-7.6: **Mitigate flood risk in areas not under protection from Measure A.** Mitigate flood risk for flood-prone residential structures in areas not receiving direct protection from the Measure "A" Flood Project.
- Policy SAF-7.7: **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.
- Policy SAF-7.8: **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.
- Policy SAF-7.9: **Maintain warning gauges on local dams.** Construct, install, and maintain warning gauges on local dams as the opportunity or need arises.
- Policy SAF-7.10: **Create an inventory to replace culverts.** Create an inventory and priority list to replace culverts, taking into account fish passage, flood depth reduction, and future losses avoided.
- Policy SAF-7.11: **Improve dam risk assessments.** Improve risk assessments for dams located within the county.
- Policy SAF-7.12: **Farm work centers in flood risk areas.** Relocate farm work centers from flood risk areas.
- Policy SAF-7.13: **Retrofit bridges and culverts.** Elevate and or retrofit bridges and culverts to allow proper 100-year flows of stormwater.
- Policy SAF-7.14: **Improve stormwater basins.** Construct and/or improve stormwater basins countywide to accomplish 100-year protection.
- Policy SAF-7.15: **Reduce floodplain risk through regulatory standards.** Adopt higher regulatory standards as means of reducing future flood risk and supporting a *no-adverse-impact* philosophy of floodplain management.
- Policy SAF-7.16: **Elevate new structures above 100-year flood level.** Require all new or substantially improved structures to be elevated higher than the 100-year flood to provide a margin of safety for extreme weather events and short-term effects of sea level rise.
- Policy SAF-7.17: **National insurance flood insurance floodplain maps.** Ensure that all new and revised National Insurance Flood Insurance floodplain maps depict how the floodplain will change over time, especially concerning sea level rise. Communities and developers rely on these maps to guide siting, design, and construction of all housing, commercial development, and public infrastructure and these depicted floodplains should be areas where development is restricted (with elevation required) or prohibited.

Note to the Reader: The Conservation Element should also be consulted for policies related to short- and long-term erosion control on construction sites, vineyards, and other projects.

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SEVERE WEATHER

Goal SAF-8: To reduce the impacts caused by severe weather events for residents and the business community.

Policy SAF-8.1: **Resources for vulnerable populations.** Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.

Policy SAF-8.2: **Informational campaign for 72-hr kits.** Develop a public information campaign on the details and benefits of 72-hour kits.

Policy SAF-8.3: **Procure backup generators for public meeting spaces.** Procure backup generators in the event that public meeting spaces such as community centers or town halls will be used as emergency command centers. Perform regular maintenance on generators at water treatment plants.

HAZARDS FROM HUMAN ACTIVITIES

Goal SAF-9: To protect residents and businesses from hazards caused by human activities.

Policy SAF-9.1: **Policy development for electromagnetic field safety.** The County shall continue to monitor research being conducted under the auspices of the California Public Utilities Commission (CPUC) to define acceptable levels of exposure to electromagnetic fields (EMF). Once a specific numerical standard for EMF exposure has been adopted by the CPUC, the County's policy shall be that residential development (and other sensitive land uses such as schools, hospitals, childcare sites) that would expose persons to EMF which exceeds the standard should generally not be permitted.

Policy SAF-9.2: **Contribute to the location of new or relocated electrical transmission lines.** The County shall seek to be part of the decision-making process for the location of new or relocated electrical transmission lines in order to ensure that line locations are coordinated with the County's land use plans and aesthetic policies.

Policy SAF-9.3: **Consider potential hazards resulting from the release of liquids.** Potential hazards resulting from the release of liquids (wine, water, petroleum products, etc.) from the possible rupture or collapse of aboveground tanks should be considered as part of the review and permitting of these aboveground tanks.

Policy SAF-9.4: **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-9.4a: **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 land uses proposed prior to the County approving site development or require an approved remediation plan that

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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.

Policy SAF-9.5: **Ensure safety of all people in maintenance and construction of roadways.** Safety shall be considered in the maintenance and construction of all new roadways and related improvements to provide a safe environment for all modes of transportation and ensure the safety of neighboring uses and sensitive receptors. Safety measures should factor in protection from potential hazardous material spills, where spills could contaminate adjacent property and water bodies. Safety measures should also consider the need to protect adjacent uses from roadway pollutions through the use of green buffers, sound walls and other design interventions. The special needs of elder and disabled persons shall be addressed when designing new or modifying signs. Examples of features specific to the elderly include:

- Signals which provide pedestrians with slower mobility the opportunity to cross roadways in greater safety by providing for longer crossing times.
- Increased lighting at pedestrian crossings.
- Pedestrian crossing surfaces which provide greater traction to reduce slips and falls.
- Audible and/or “countdown” crossing signals.

Policy SAF-9.6: **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.

Policy SAF-9.7: **Review commercial and multifamily development for public safety.** All new commercial and multi-family development shall be referred to the Sheriff's Department for review of public safety issues. If the proposed project is adjacent to or within an incorporated city/town, consultation with their law enforcement agency shall also be required.

Policy SAF-9.8: **Terrorism and civil unrest emergency response.** The County will prepare for and respond to emergencies related to terrorism and civil unrest in the same way as natural and man-made disasters.

Policy SAF-9.9: **Reduce or cease activities that could cause hazards.** Monitor to reduce or cease activities by governmental and private companies and agencies that could cause the artificial induction of earthquakes or other hazards.

CLIMATE CHANGE ADAPTATION

Goal SAF-10: The County will address and reduce hazards caused by climate change, with climate change adaptation.

Policy SAF-10.1: **Encourage public utility agencies to analyze and prepare for impacts of sea level rise on facilities.** Encourage public utility agencies with utilities located within the Napa County boundaries, such as the Napa Sanitation District, to analyze the potential impacts of sea level rise on their facilities and possible solutions. Based on the analysis, plan for

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and construct sea level rise protection. Include in the analysis the need for any other regional flood control projects.

Policy SAF-10.2: **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 regarding efforts to protect and increase community resiliency to sea level rise.

Policy SAF-10.3: **Napa county climate action plan.** Implement the adopted Climate Action Plan for Napa County and continue to update the plan as climate change conditions improve or worsen.

Policy SAF-10.4: **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.

Policy SAF-10.5: **Fuel reduction in high wildfire risk areas.** Implement fuel reduction techniques around all buildings located within high-wildfire-risk areas.

Policy SAF-10.6: **Cooling centers near farmworker populations.** Construct new cooling centers near farmworker populations and improve others if identified as substandard.

Policy SAF-10.7: **Review climate change impacts on farmworkers.** Work with other relevant organizations to review the impacts of climate change on the health of farmworkers, and thereafter adopt strategies to decrease these impacts.

Policy SAF-10.8: **Climate change impact risk assessment.** Support risk assessments of climate change impacts on the agriculture and wine industries.

Policy SAF-10.9: **Rainwater catchment systems.** Construct rainwater catchment systems to recharge groundwater in government rights-of-way.

Policy SAF-10.10: **Assist vulnerable populations with acquisition of air conditioning systems.** Develop programs that will assist low-income and elderly residents in replacing and being reimbursed for air conditioning systems.

Policy SAF-10.11: **Develop alternative water supplies.** Construct and develop alternative water supplies to augment single sources of water delivery.

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APPENDIX A

NAPA COUNTY SAFETY ELEMENT EXISTING CONDITIONS REPORT

Draft

NAPA COUNTY GENERAL PLAN
Safety Element – Existing Conditions

**Prepared for
Napa County**

April 2022

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1.0 Introduction

1.1 Purpose

The purpose of the Safety Element is to reduce the risk of death, injuries, property damage, environmental damage and economic and social dislocation associated with natural and human-caused hazards. The County of Napa faces the potential for natural and human-induced emergencies and disasters. Hazards facing Napa County that are addressed in this Element include: Agricultural disaster, dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire hazards. Many of these hazards are made worse by climate change.

This Element identifies and describes each hazard and includes goals, policies, and actions to guide the planning and decision-making process. At the same time that these policies and actions are implemented, the County recognizes that those features which help contribute to Napa County's beauty and wine industry—the steep mountains, the volcanic soils, the many rivers and streams, the forest-covered slopes—are themselves reminders of the ongoing potential for seismic activity, flooding, and fire. This Element therefore seeks to take a reasonable approach, making those improvements necessary to reduce hazards while recognizing that some hazards will remain despite the best efforts of the County and other agencies.

1.2 Statutory Requirements

California Government Code Section 65302 (g) includes the requirements that should be addressed in a community's general plan safety element. These requirements are organized into nine subsections [65302 (g) (1) through 65302 (g) (9)], which are summarized below:

- 65302 (g) (1) identifies the primary hazards/issues that should be included in the safety element, which include: seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mudslides and landslides, tsunami, seiche, dam failure, flooding, subsidence, liquefaction, other geologic hazards, wildland and urban fires, evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
- 65302 (g) (2) adopted through AB 162 (2007) identifies the requirements to update floodplain mapping and information, which includes special requirements.
- 65302 (g) (3) adopted through SB 1241 (2012) identifies the requirements for updating wildfire mapping, information, and goals and policies to address wildfire hazards.
- 65302 (g) (4) adopted through SB 379 (2015) identifies the requirements for updating the safety element to address potential impacts associated with climate change and potential strategies to adapt/mitigate these hazards.
- 65302 (g) (5) adopted through SB 99 (2019) requires identification of specified evacuation constraints associated with residential developments.
- 65302 (g) (6) adopted through SB 1035 (2018) requires the update of the safety element every time the housing element or local hazard mitigation plan is updated.

- 65302 (g) (7) allows for the incorporation of a flood plain management ordinance into the safety element.
- 65302 (g) (8) requires consultation with the California Geological Survey, California Office of Emergency Services.
- 65302 (g) (9) allows cities to adopt a County Safety Element if adequate detail is provided to address city-level concerns.

Additionally, California Government Code Section 65302.15 was adopted through AB 747 (2019) and includes the requirement to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

1.3 Relationship to Other Elements

The hazards discussed in the Safety Element are related to other Elements of the General Plan, including Land Use, Circulation, Housing, Community Infrastructure and Services, and Conservation and Open Space and Water Resources. For instance, policies related to areas at risk of recurring flooding, dam failure, slope failure and wildfire are found in the Land Use and Conservation and Open Space Elements; policies associated with secondary access during an emergency are found in the Circulation Element; policies important to water resources are found in the Water Resources Element; and policies related to protecting critical facilities from hazardous threats are also found in the Community Infrastructure and Services Element. References to related policies are provided where appropriate within the Safety Element.

1.4 Napa County Operational Area Hazard Mitigation Plan

In 2020, the County of Napa adopted the Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) 2020 Update, prepared in cooperation with the Cities of American Canyon, Calistoga, St. Helena, and the Town of Yountville. The MJHMP includes a detailed assessment of prevalent hazards within the County, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents mitigation strategy and actions that work to achieve the greatest risk reduction based upon available resources. The risk assessments and for each hazard have been summarized and incorporated into this Element to serve as important background and context for the preparation of goals, policies and actions.

2.0 Existing Conditions

This section includes information for each prevalent hazard in Napa County. Each section includes a risk assessment, describes the County's capabilities to respond to each hazard, and summarizes the plans, policies, programs, and regulatory framework at the local, state and federal level in order to align proposed goals, policies and actions with existing planning and regulatory capabilities.

2.1 Agricultural Disaster

Napa County land is predominantly agricultural, famous for its grape vineyards and wine production. The County defines **agriculture** in Section 18.08.040 of the Napa County Municipal Code as the "raising of crops or livestock," and includes an extensive list of uses under this definition such as the production and processing of agricultural products, and related accessory uses. Preservation, conservation, economic prosperity, and sustainable management of agricultural lands is a priority for the County and the State. The California Department of Conservation designates several acres of Napa County farmland as Prime Farmland through its Farmland Mapping & Monitoring Program (FMMP). **Prime Farmland** is defined as land with the best physical and chemical characteristics for long-term agricultural production. There are also a number of unique and smaller parcels throughout the County that are designated as Farmland of Statewide Importance, Farmland of Local Importance, Unique Farmland and Grazing Land. **Figure 2.1-1** shows agricultural land uses in Napa County and **Figure 2.1-2** shows locations for prime farmland in the County.



Vineyard in Napa. Courtesy of Napa County.

Farmlands are sensitive to natural and **anthropogenic events** (i.e., environmental changes caused or influenced by people), including climate change, that pose threats to quantity, quality and timing of agricultural goods. **Agricultural disaster** refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts to agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated water bodies, land use changes, flooding, pandemic, pests, and wildfires. This section provides an overview of these threats to agriculture, vulnerabilities to agricultural disaster, and relevant policies and regulation for the prevention, mitigation and response to agricultural impacts. In regard to the preservation of agricultural land and recovery from natural hazards, please refer to the County's Agricultural Preservation and Land Use Element.

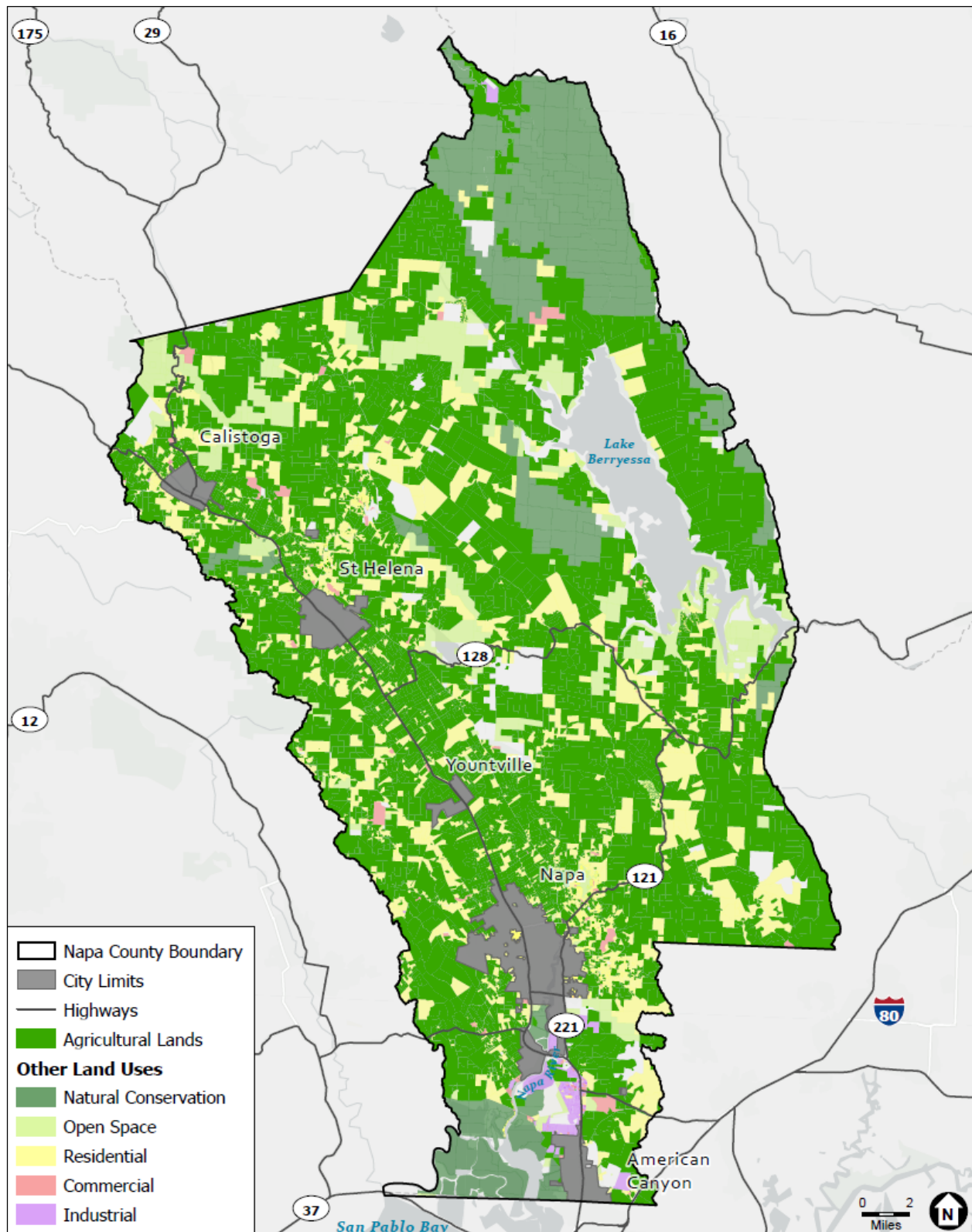


Figure 2.1-1
Napa County Agricultural Lands

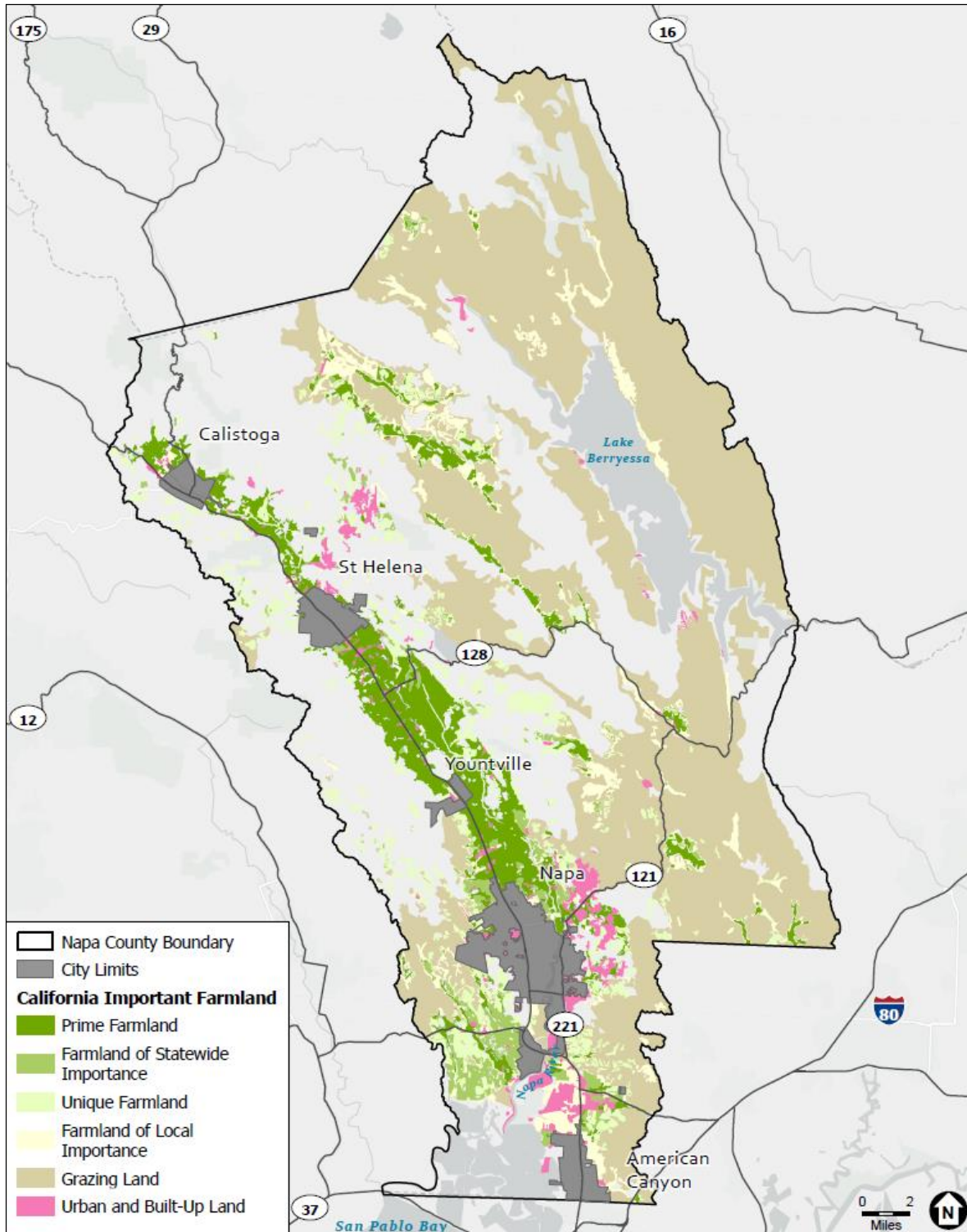


Figure 2.1-2
California Farmland Monitoring & Mapping
Designations in Napa County

Risk Assessment

In Napa County, the most prevalent threats to agriculture are due to agricultural pests, changing climate conditions, and wildfires. As climate change exacerbates environmental conditions, these threats will increase in severity and frequency on agricultural lands as well as on human populations.

Historic Data

The County's first agricultural industry was cattle, followed by dairy, horses, chicken, wheat, fruits, and orchards. Before the prominence of wine vineyards, prune orchards were the dominant crop in Napa County. The popularity of wine grapes began to grow in the 1890s, with approximately 16,000 acres of vines within the County by 1899. With the 1920 Prohibition, Napa grape production and wineries suffered, though some persisted with grape production marketed for nonalcoholic juice and sacramental wine. By the 1930s and following the end of Prohibition, grape vineyards exceeded prune orchards in land acreage. Napa County's wine industry became world-class in the late 1970s, following a wine tasting competition in France.

Historically, Napa County has been affected from severe drought events and pest infestations. The most recent five-year drought period from 2014-2017 saw much of the state in severe drought conditions due to unusually dry and warm climate, reduced snowpack and runoff, little precipitation, and increased temperatures. This resulted in water shortages to natural ecosystems, hydropower activities, drinking water supply, agriculture, and municipalities. Statewide, the drought affected biological and ecological resources, households and businesses, and resulted in economic losses.

Pest infestations from the Mediterranean fruit fly and glassy winged sharpshooters have threatened the entire Napa and California agricultural industry. In 1981, disasters were declared in several counties statewide due to an infestation of the Mediterranean fruit fly that threatened fruit and vegetable crops. According to the California Department of Agriculture, the Mediterranean fruit fly is considered the most important agricultural pest in the world. It has a wide range of hosts (fruits) that have significant gross value to the California economy. The fly affects crops by laying eggs in fruit, with larvae then feeding on fruit. This causes significant damage that makes the fruit unsuitable for consumption by humans.

The glassy winged sharpshooter poses threat to grape vineyards due to transmittal of **Pierce's disease**, a bacterium strain that damages plants by blocking their internal water-conducting structures (xylem).¹ In the late 1990s, Pierce's disease destroyed more than 1,000 acres of Northern California grapevines, resulting in \$30 million in damage.

Agricultural Pests

Agricultural lands are at risk from pests and diseases that can break down working lands and threaten public health. In California, there are a number of identified pests that are of concern to crops, vegetation, livestock and poultry, and humans, as listed in **Table 2.1-1**. A few species and diseases pose threats to all, such as the Red Imported Fire Ant, Bovine Spongiform Encephalopathy, and other zoonotic diseases.

Bovine Spongiform Encephalopathy, widely known as Mad Cow Disease, is a fatal disease that causes a neurological disorder in cattle. The disease results in decreased milk production, weight loss, and behavioral changes in cattle. **Zoonotic diseases** are illnesses caused by the transfer of germs between

¹ California Department of Agriculture

animals and humans. Common means of infection include direct or indirect contact, vector-borne transmission, foodborne transmission, or waterborne transmission.

TABLE 2.1-1. CALIFORNIA PESTS AND DISEASES

Dangers from California Pests and Diseases	
Agricultural crops and plants	
Caribbean fruit fly, European grapevine moth, guava fruit fly, gypsy moth, Japanese beetle, Mediterranean fruit fly, melon fruit fly, Mexican fruit fly, olive fruit fly, oriental fruit fly, bark beetle, viny mealybug, Asian citrus psyllid/-Huanglong Bing (HLB) disease, glassywinged sharp shooter/Pierce's Disease	
Livestock / Poultry	
Foot and mouth disease, highly pathogenic avian influenzas (H5 and H7), Exotic Newcastle Disease	
Trees	
Polyphagous shot hole borers, bark beetle, gold spotted oak borer, sudden oak death (<i>Phytophthora ramorum</i>), pitch canker, emerald ash borer, Asian longhorn beetle	
Humans	
Africanized honeybee, mosquito	
SOURCE: California State Hazard Mitigation Plan, 2018.	

Changing Climate

Climate conditions have the potential to impact agricultural lands. Severe cold and heat can impact the health of natural systems, agricultural production, exacerbate flooding and wildfire hazards, and increase pests. Climate conditions are also likely to increase potential for severe drought and reduce precipitation levels, which will decrease the amount of water resources available for agriculture use. This will have impacts to the health of farms and agricultural production. Napa County is expected to see an increase in local and regional temperatures, resulting in hotter and drier conditions over a long period of time (refer to section 2.2: Climate Change Impacts and Adaptation). This means less precipitation and extended heat duration annually, providing for potentially more suitable environments for pests and invasive species and affecting agricultural production. Additionally, more intense conditions are expected during the wet season. Flooding events can impact fields for crops through inundation, soil displacement, erosion, and sediment deposition. Erosion can significantly alter soil conditions and remove valuable nutrients and topsoil for crops. Flooding events can also pollute water sources used for agriculture.

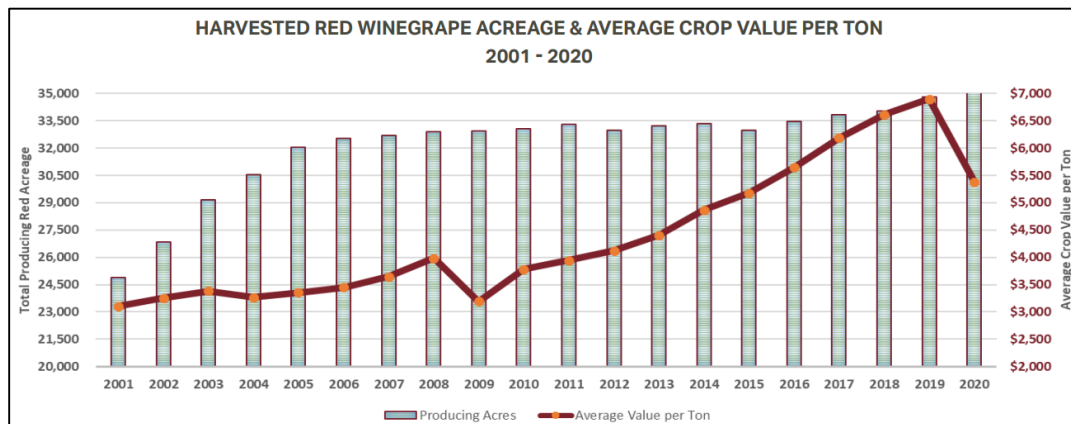
Land Use Changes

Increasing developmental pressure in Napa County is an ongoing challenge to the preservation of open and working lands. The need for affordable housing, supporting industrial, economic development and growth from urban cities can threaten the size and productivity of working lands. Policies within the General Plan encourage urban-centered growth without compromising agricultural lands.

Pandemic

The global COVID-19 pandemic significantly impacted farm workers and crop production in Napa County, and contributed to greater impacts to lands affected by wildfires. Total production of wine grapes decreased by approximately 60,000 tons from 2019 to 2020, and the value of wine grapes decreased by

approximately half.² Other goods, including fruits, nuts, olives and nursery crops also saw decreased production and value in 2020. This was due to industry closures, COVID-19 restrictions, and wildfires.



Trend graph showing the change in value of red wine grapes from 2001 to 2020. Courtesy of Napa County Agricultural Commissioner's Office.

Water

Agricultural lands in Napa County depend primarily on groundwater, some recycled water, and some surface water from the Napa River system and the State Water Project. In 2020, 81% of agricultural water use came from groundwater sources, while 16% came from surface water and 3% came from recycled water.³ Water resources are critical to the continued production and safety of agricultural lands and workers. Over time as climate change conditions affect groundwater recharge and reduce reliability of surface water, demand may increase on other sources of water supply. In addition to climate change impacts to water resources, contaminated water bodies and flooding hazards can also affect Napa's agricultural lands (refer to Section 2.5: Flooding for additional information on countywide impacts from flooding hazards and section 2.4: Drought for water supply conditions and hazards). Reductions in the amount of water or decline in the quality of water for agricultural use can impact agricultural production, economy, and health. The Napa River and its 47 tributaries experience pollution from run-off fertilizers and sediment deposits, which affect water supply, water quality, and aquatic life and habitat.

Wildfire

Wildfires can lead to severe damage and death of livestock and crops, and threaten the safety of agricultural employees. The majority of Napa County agricultural land lies within identified "Moderate" to "Very High" Fire Hazard Severity Zones. As shown in **Figure 2.1-3**. These are areas with physical conditions, such as slope, weather, and fuel, that increase likelihood for fires to occur. Wildfire is identified as both a cause, and secondary hazard, of agriculture disaster. Hotter and drier climates and pests can fatally impact crops, leaving dry or dead vegetation that presents favorable conditions for the start and growth of wildfires. Napa County cattle production saw a decline in 2020 due to the LNU Lighting Complex Fire and the Glass Fire, which forced evacuations of cattle and resulted in loss of rangeland⁴. Refer to Section 2.11 for general information on Wildfire Hazards.

² Napa County Agricultural Crop Report, 2020

³ Napa County Groundwater Sustainability Agency, *Annual Report – Water Year 2020*

⁴ Napa County Agricultural Commissioner's Office, *2020 Napa County Agricultural Crop Report*

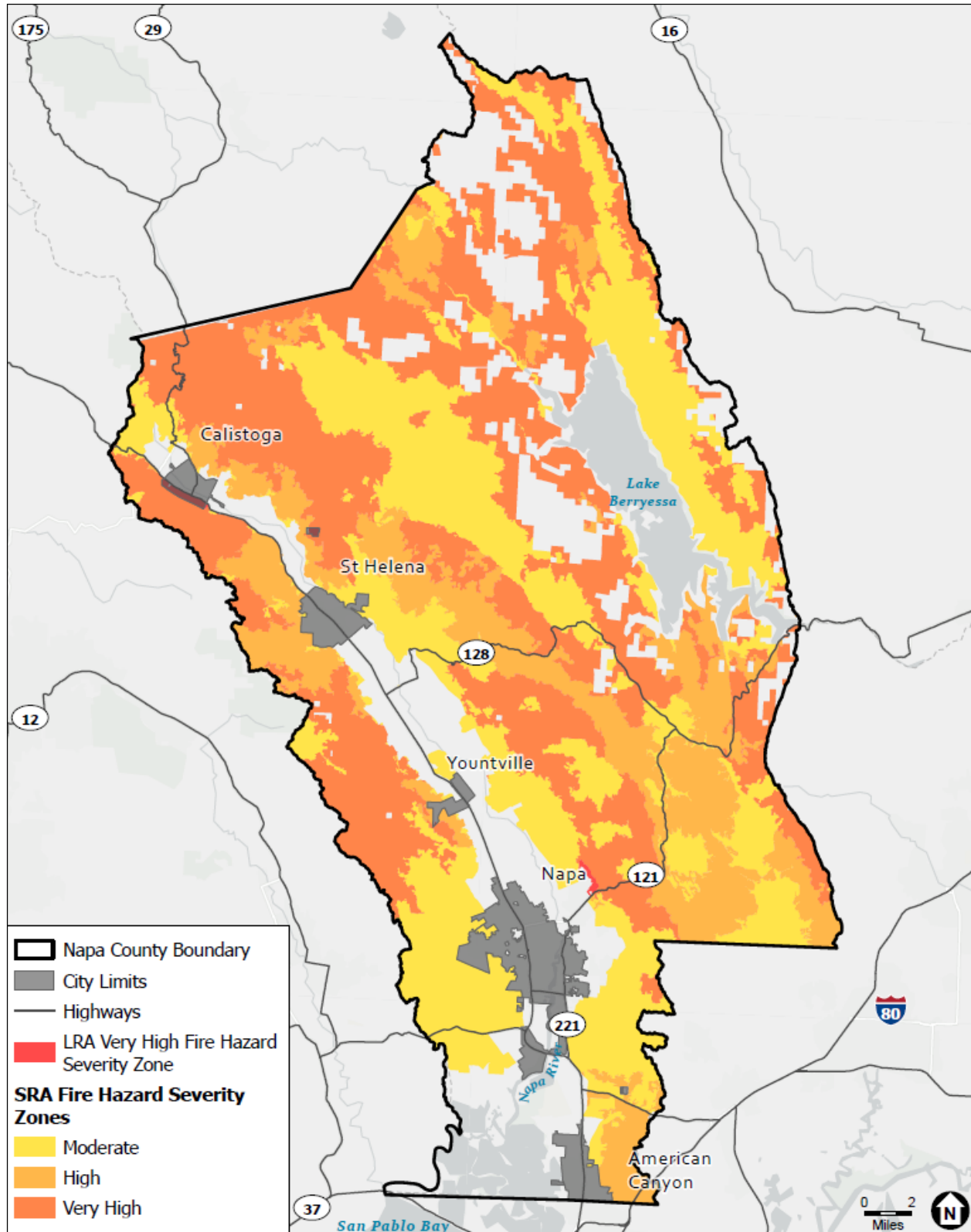
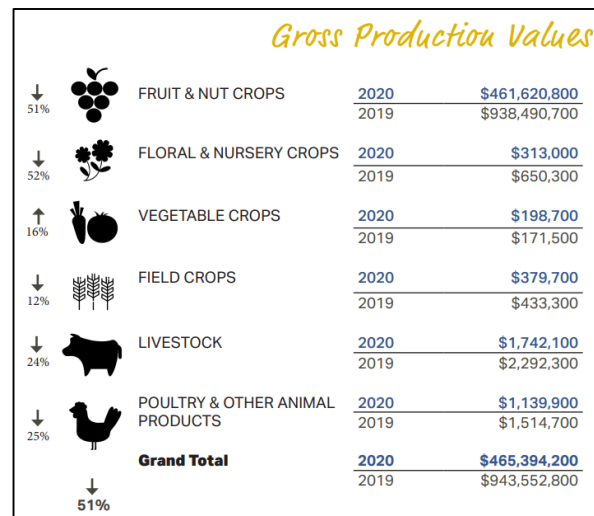


Figure 2.1-3
Fire Hazard Severity Zones

Vulnerability Assessment

Population and Economy

All humans are also vulnerable to agricultural disaster from pests, particularly mosquito and bee species that transmit disease. Population groups that face the highest threat to agricultural disaster are those that work directly within the agriculture industry. Agricultural disasters can significantly affect the economy, employment of farmworkers, and families of employed farm workers. Economic loss occurs from agricultural disaster due to disruption or damage to production, leading to shortages or damages of goods. Impacts to agriculture can affect all people at local, state and national levels as Napa produces and distributes goods all over the nation. According to the Napa County Agriculture Commissioner's Office, the wine industry provides more than \$9.4 billion locally and \$34 billion nationally. The wine industry also provides approximately 44,000 jobs Countywide and almost 190,000 nationally.



Loss of Napa County agriculture production value from 2019 to 2020. Courtesy of Napa County Agricultural Commissioner's Office.

Critical Facilities, Infrastructure and Community Amenities

Napa County critical facilities are not directly affected by agricultural disasters. However, there is potential for indirect impacts from secondary hazards. Specific to agriculture, critical facilities include industrial facilities involved in the processing and distribution of agricultural goods. Similarly, infrastructure, including those that support agriculture, are not at risk from agricultural disaster.

County Capacity to Respond to Hazards

Agricultural lands face numerous threats from pests and climate hazards. The County collaborates with state departments and other organizations to prevent and mitigate for agricultural impacts. Most recently in June 2020, the County approved a new policy relating to bird control to mitigate damage to commercial crops.⁵ Pests can impact all areas of agriculture, from farming to employment and economic gains. Prevention and mitigation of agricultural impacts, particularly from pests, is done through collaboration of various jurisdictions at local, regional and state levels. Sustainable agriculture management is also prioritized for quality production of goods and safety of the environment.

Napa County

Agricultural Commissioner's Office (Commissioner's Office)

The Agricultural Commissioner's Office is charged with the protection of County agriculture, including its environmental conditions and public health and safety as it relates to agriculture. The Commissioner's Office implements several programs to achieve these goals. The County provides insect collection and

⁵ Napa County Accepted Customs and Standards for Propane Cannons

identification services for commercial agriculture and residential garden settings. The County's Sentinel Trapping Program monitors and detects specific pests known to pose significant threats to the wine grape industry, such as the Grape Berry Moth, European Grape Moth, and Grape Tortrix Moth. The Sentinel Trapping Program focuses on pests that don't generally occur in California or may occur in very limited quantities. The program works to detect early presence of these pests to minimize potential impacts. The Commissioner's Office also administers the General Trapping Program, to detect the presence of pests within the County. This is done by placing traps that attract specific pests. The Commissioner's Office also provides educational materials on agricultural threats and disaster, and conducts inspections for vegetation that enters the county.

Winegrape Pest and Disease Control District (District)

The District supports the detection, prevention and education of agricultural diseases in Napa County. The majority of this work is focused on the prevention and mitigation of Pierce's disease, which affects grapevines and is caused by the glassy-winged sharpshooter. The District also provides funding for projects to reduce impacts to farmers and the economy.

Napa County Mosquito Abatement District

The Napa County Mosquito Abatement District serves as a resource to the County for the identification of agricultural pests and invasive species, including mosquitos, wasps, flies, ticks, and other insects. Potential pest sightings can be submitted for identification.

The California Conservation Corps

The California Natural Resources Agency manages the California Conservation Corps Program which works with local and state agencies to mitigate and respond to impacts on the environment, including agriculture-related emergencies. The CCC provides services such as invasive species removal, watershed restoration, and re-forestry, all of which support the health of agricultural lands.

California Land Stewardship Institute

The California Land Stewardship Institute (CLSI) is a non-profit organization located in Napa County that provides programs for farmers dedicated to environmental stewardship, enhancement, and restoration. CLSI operates the Fish Friendly Farming (FFF) Certification Program, a sustainability program that recognizes agricultural properties for responsible management towards habitat restoration and improved water quality. Farmers receive access to information and resources on agricultural management, including soil erosion and water quality degradation. Fish friendly Farming sites that are certified through the program achieve compliance with Total Maximum Daily Load (TMDL) regulations that are part of state and federal water quality laws. Certified farms are organized into groups by watershed or drainage area. Several farms within Napa County are certified under the FFF program, with many focused mostly along the Napa River watershed.

Napa Green

Napa Green Land offers third-party certification program for agricultural businesses dedicated to environmental stewardship and climate action in Napa County. The organization promotes green business standards with the goal of contributing to county climate action, reducing greenhouse gas emissions from

the agricultural sector, and improving Napa watersheds. Two program certifications are offered through Napa Green. Napa Green Vineyard certification is for businesses striving for resilient, carbon-neutral vineyards with standards implemented for forest preservation, strict pesticide regulation, water efficiency practices and carbon farming practices. Napa Green Winery certification offers soil and bottle certification for businesses that are energy efficient, prevent waste, practice environmentally-friendly purchasing, and reduce greenhouse gas emissions. These programs encourage sustainable management of working lands and increase resilience to agricultural disasters.

Policies, Plans, and Regulatory Environment

Napa County General Plan

The County addresses agricultural disaster policies within the Agricultural Preservation and Land Use Element of the General Plan. Within the Safety Element, agricultural land is addressed as it relates to the health of forestry and water resources, and its relation to flooding and wildfire hazards. communities.

Napa County MJHMP

Agricultural Disaster is addressed in the County’s MJHMP with descriptions of pests, diseases, and weather events that threaten agriculture. Mitigation actions within the MJHMP that address agricultural disaster include:

- **NC-56-2020:** Allow disaster management issues within the agricultural sector to be addressed at more localized levels.
- **NC-57-2020:** Offer agricultural disaster training and networking opportunities for farmers and ag regulatory agencies.
- **NC-32-2020:** Develop a “Natural Hazard Awareness Week” campaign and conduct corresponding outreach to the community and all interested parties. Activities will focus on flooding and other natural hazards, including associated hazard functions, governing laws/regulations, mitigation strategies and precautions. Outreach will also be conducted throughout the year, wherever possible.
- **SH-12-2020:** Provide hazard mitigation information (e.g. ways to reduce risk) to first responders living within hazard-prone areas.
- **NC-27-2020:** Support risk assessments in relation to warmer climate on the agriculture and wine industries.
- **AC-02-2020:** Require mandatory water conservation measures during drought emergencies.
- **CL-09-2020:** Augment City water supply systems with supply contingency projects for Drought years, such as increasing water supply and treatment capacity of Kimball Reservoir. Contingency planning/projects will include provisions for ag sector.
- **NC-39-2020:** Relocate farmwork centers from flood risk areas.
- **NC-45-2020:** Complete vegetation management projects as prescribed in CWPPs.

California Department of Food and Agriculture (CDFA)

The CDFA is charged with the protection and promotion of state agriculture, in addition to monitoring of invasive species, diseases, and ensuring food safety. The CDFA coordinates with local and regional

jurisdictions for agricultural management. There are six divisions within the CDFA that provide oversight and regulatory tasks: Animal Health and Food Safety Services, Fairs and Expositions, Inspection Services, Marketing Services, Measurement Standards, and Plant Health and Pest Prevention Services. Through these divisions the CDFA manages several programs targeted towards the health and safety of animals, vegetation, and food. General responsibilities include:

- Oversee safety of poultry and livestock;
- Detect and eradicate agricultural pests and diseases;
- Inspect and analyze agricultural products for safety standards;
- Promote California agriculture; and
- Enforce quality standards for agricultural goods.

Invasive Species Council of California

The state established the ISCC to lead in detection and response to invasive species, in collaboration with local and state agencies. The ISCC also manages educational campaigns on the spread of invasive species and identifies policies for the protection against invasive species. Through its California Invasive Species Advisory Committee, the ISCC:

- Identifies and keeps a list of invasive species;
- Manages a system for reporting and referral of invasive species sightings and outbreaks;
- Provides education and outreach activities;
- Provides best management practices; and
- Prepares a statewide Invasive Species Action Plan and Rapid Response Plan.

California Farmland Mapping & Monitoring Program (FMMP)

The California Department of Conservation (DOC) FMMP provides data and spatial analysis to support analysis of the state's agricultural resources. The FMMP identifies important farmland classifications based on environmental features. Based on the FMMP, several land areas within Napa County are designated as Prime Farmland, defined as land with the best physical and chemical characteristics for long-term agricultural production. The state encourages preservation of important farmlands and open space areas.

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2.2 Climate Change and Adaptation

Climate change is defined as the significant and lasting alteration of global temperatures and weather patterns over a long period of time, caused by natural and **anthropogenic activity** (i.e., influenced by people, either directly or indirectly). There is scientific consensus that anthropogenic greenhouse gas (GHG) emissions are the primary cause of global climate change. Human activities of agriculture, land use changes, and burning of fossil fuels have contributed significantly to atmospheric concentrations of GHG emissions. Over time, increased GHG emissions into the Earth's atmosphere have changed the climate worldwide, resulting in a warmer atmosphere and ocean, diminished snow and ice, changing precipitation patterns, and sea level rise. Climate change has the potential to impact natural and human systems including food production, water availability, public health, economic prosperity, ecosystem biodiversity and beyond.

Climate adaptation refers to the actions that help natural and human systems to withstand climate impacts. The goal of climate adaptation is to reduce the impact from current and future conditions, reduce vulnerabilities in our systems, and increase long-term resilience. This means adjusting human behavior and systems.

Climate conditions and hazards are expected to worsen over time. Climate hazards include flooding, heat events, worsening air quality, wildfires, sea level rise, intensified droughts, and more. Napa County, due to its geographic location and environmental conditions, is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires.

This section focuses on climate change hazards of air pollution, climate conditions, and sea level rise. Please refer to other sections of the Safety Plan for Drought, Flooding, Severe Weather and Wildfire Hazards.

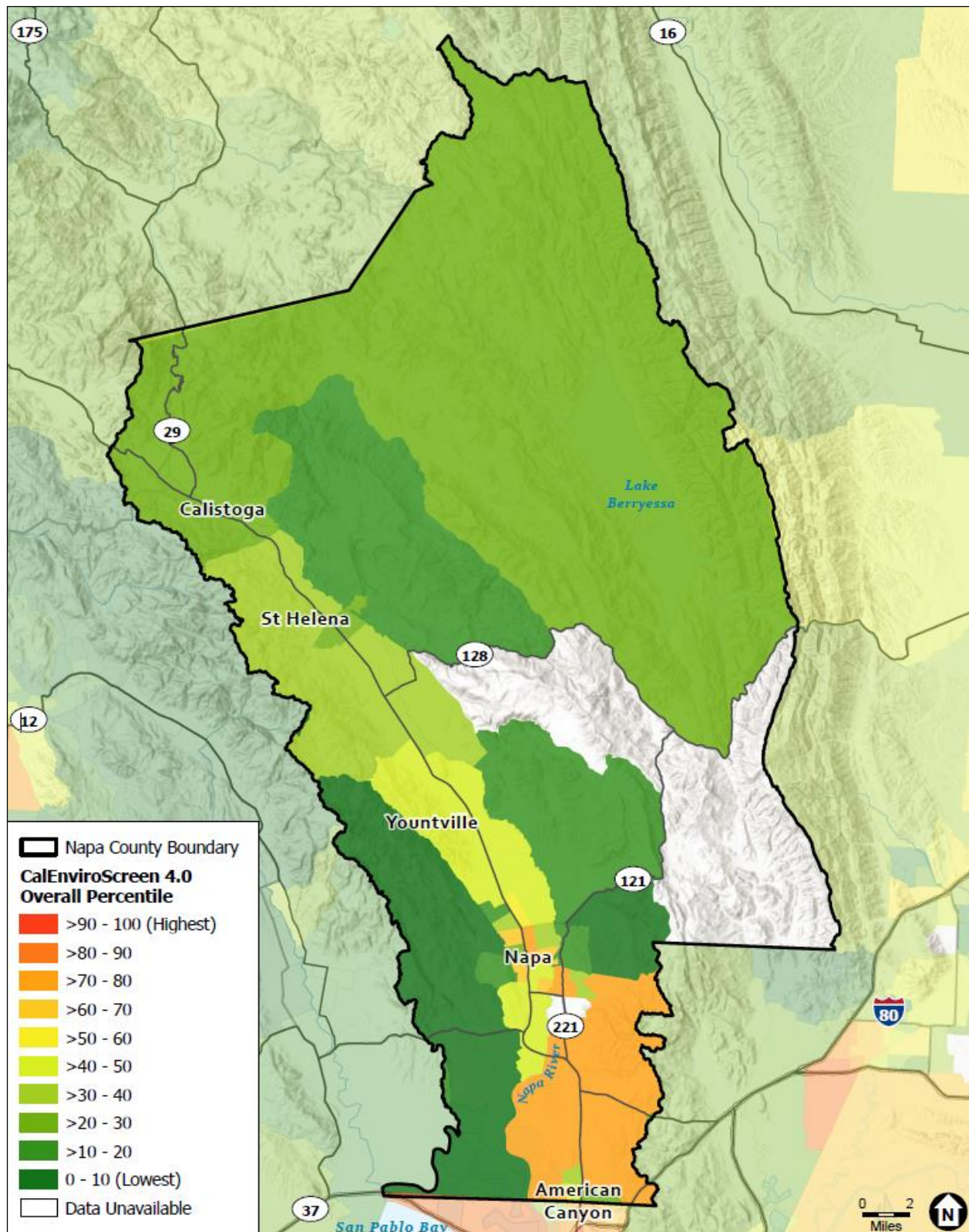
Risk Assessment

Local Conditions

Air Quality

According to the California Environmental Health Screening Tool (CalEnviroScreen) 4.0, the majority of Napa County, with the exception of southeastern portions of the County, presents relatively healthy conditions as it relates to air quality to the rest of the state. **Figure 2.2-1** shows the CalEnviroScreen map for Napa County. The southeast area of Napa County is shown as an area of concern, within the top-most percentile range for pollution burden (74-100%) meaning the area experiences greater vulnerability and burden from pollution than other census tracts statewide. Based on individual indicators, Napa County faces environmental burden from toxic pesticides used, toxic release sites, groundwater pollution, hazardous waste generators and facilities, impaired water bodies, and solid waste sites and facilities.

Regional air pollutants of ozone and fine particulate matter (PM 2.5) are of greatest concern to the County. Napa County's valley environment makes the area particularly susceptible to retention of pollution. Generally, agriculture activity, industrial operations, and truck traffic are the largest contributors to pollution. Increased population and anthropogenic activity will worsen greenhouse gas emissions and air quality conditions.



Extreme Weather / Extreme Temperatures

The increase in human-generated GHG emissions into the atmosphere causes short- and long-term changes in the Earth's climate system. Global average temperatures are warming due to climate change, which will lead to changes in the frequency, duration and intensity of climate events, particularly extreme heat. The State defines **extreme weather** as highly unusual conditions and events than historically recorded. Napa County, in addition to the rest of the state, is expected to experience hotter temperatures and increased heat wave events. In Napa County, average temperatures are expected to increase by 4-6 degrees Fahrenheit by the end of the century. **Figure 2.2-2** shows historical and projected temperature increase in California from 1961 to 2099. In contrast, precipitation levels are expected to decline, with a decrease of 4-5 inches in annual rainfall by 2100. Refer to Section 2.9: Severe Weather for additional details on weather hazards in Napa County.

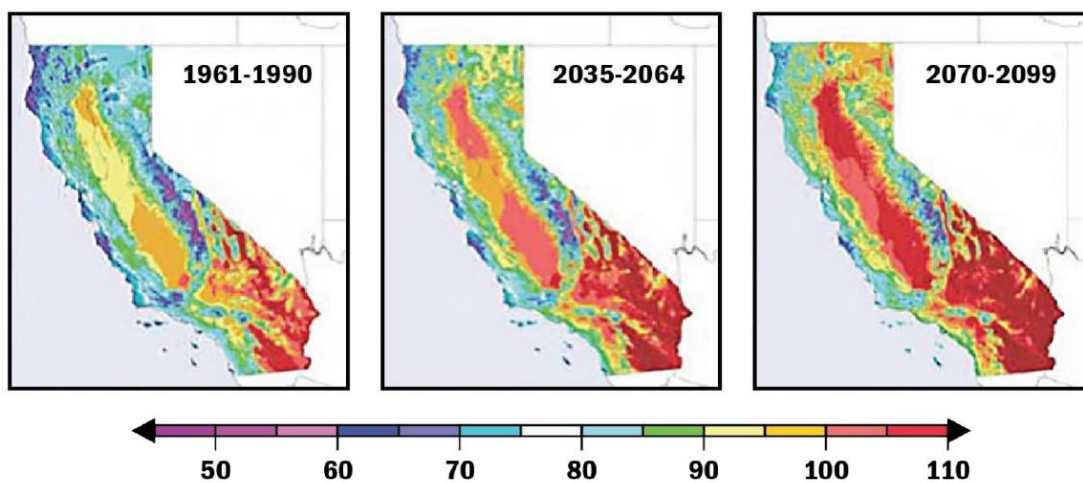


Figure 2.2-2
California Historical and Projected Temperature Increase

Sea Level Rise

Sea level rise poses a risk to southern Napa County, within the northern Bay Area. Sea level rise is the direct result of warming temperatures and subsequent melting of the earth's ice caps. Climate science projects sea level rise up to 55 inches by 2100, threatening coastal resources and communities.

Figure 2.2-3 shows the potential rise in sea levels in southern Napa County.”.

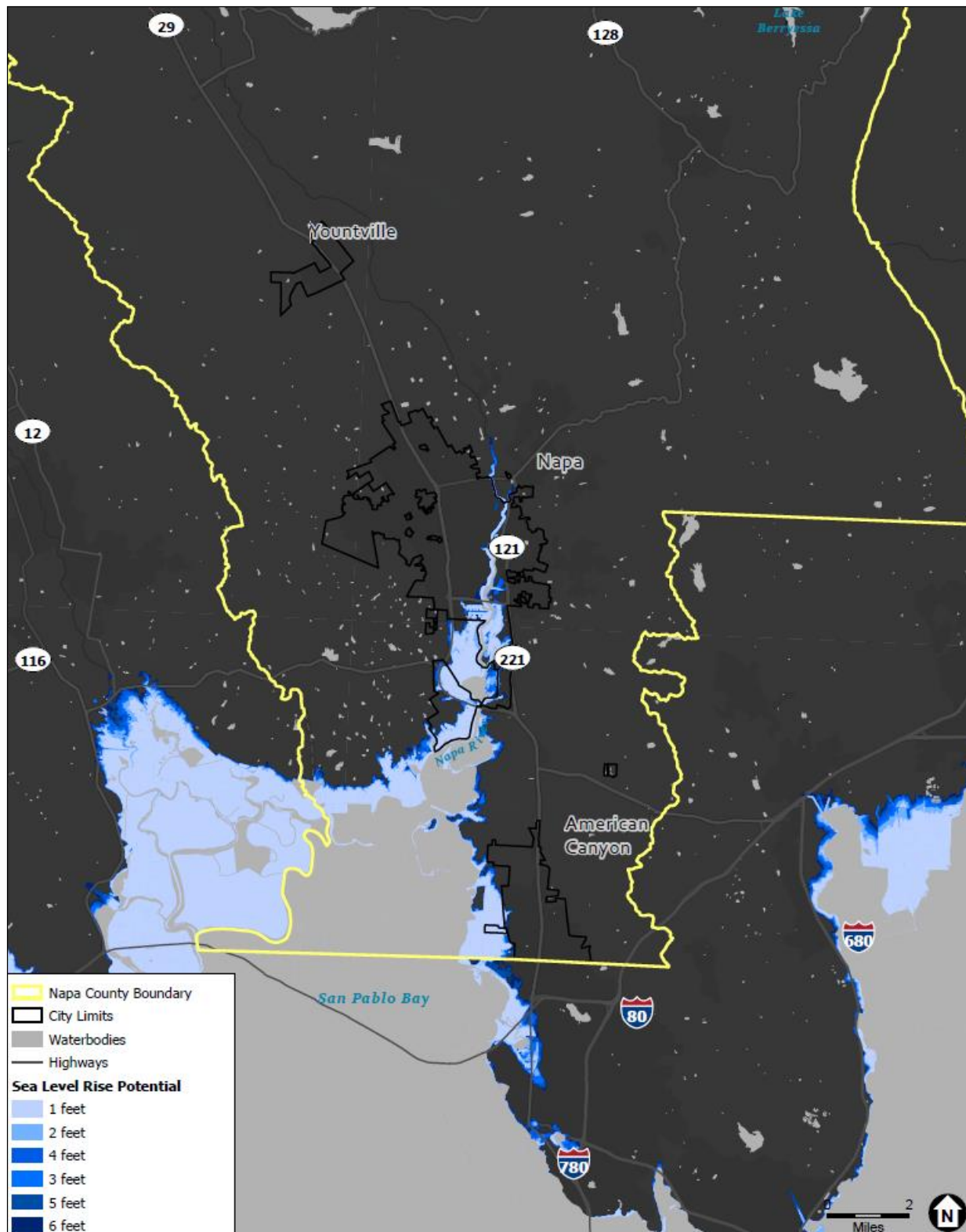


Figure 2.2-3
Projected Sea Level Rise Scenarios (2030, 2050, 2100)

Historic Data

Climate policy and regulation in the United States kicked off with the establishment of the United States Environmental Protection Agency (EPA) and national health-based standards for air quality pollutants, including toxic air contaminants and criteria pollutants, in 1971. The Bay Area, including Napa County, saw its worst year for air quality in 1969, after recording 65 days in exceedance of national ozone standards. The 1970s were instrumental in forming climate and air quality regulations that limited and protected against organic compounds, hydrocarbons, carbon monoxide and more. Over time, science details unusual patterns in climate conditions, sea level rise, and natural hazard events, and projects future hazards that will impact all areas of the environment.

Vulnerability Assessment

Populations experiencing vulnerable conditions are most at risk from climate change. Factors that increase vulnerability are income, race, linguistic isolation, access to healthcare, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, many of which are low-income, agricultural workers and non-English speakers. This places them at high risk of experiencing climate change impacts and experiencing long-term effects of hazards.

Critical infrastructure, such as roadways, hospitals, schools and emergency facilities are at risk from climate change impacts, particularly sea level rise, flooding and wildfires. Important utility facilities, including Napa Sanitation District Water Treatment Plant and American Canyon Plant are also at risk, mostly from sea level rise as these are located in southern Napa County, within sea level rise and 100-year flood event hazard areas. Much of Napa County lies within identified fire hazard severity zones (see Section 2.11: Wildfires). While not infrastructure, agricultural lands are at high risk from all climate change hazards (see Section 2.1: Agricultural Disaster).

Secondary Hazards

All people and environments will feel the effects of climate change. Climate change will exacerbate the duration, intensity, and frequency of extreme weather and other secondary, natural hazards. These include:

- Drought
- Flooding
- Wildfire
- Extreme heat
- Increased precipitation
- Snowpack decline

County Capacity to Respond to Hazards

Climate Action Plan

Napa County's 2019 Draft Climate Action Plan is in development to address climate change impacts and reduce greenhouse gas emissions. The CAP identifies sector-based strategies and measures that can be implemented to reduce emissions and increase community capacity to adapt to climate change. The CAP

also provides a set of actions that comprise the implementation strategy, with potential funding sources, monitoring program, and CEQA streamlining. **Table 2.2-1** shows Napa County’s 2014 Greenhouse Gas inventory that identifies the County’s major contributing emission sources.

TABLE 2.2-1. NAPA COUNTY 2014 GREENHOUSE GAS INVENTORY

Sectors	Percentage of Total Emissions	Emissions (MTCO ₂ e/year)
Building Energy Use	31%	148,338
On-Road Transportation	26%	125,711
Solid Waste	17%	83,086
Agriculture	11%	52,198
Off-Road Transportation	9%	42,508
High GWP Gases	3%	13,481
Wastewater	2%	11,189
Land Use changes	1%	7,684
Imported Water Conveyance	<1%	88
Total		484,283

SOURCE: Napa County Climate Action Plan EIR, 2019.

Bay Area Air Quality Management District (BAAQMD)

The BAAQMD is a public health agency comprised of the jurisdictions within the Bay Area, including Napa County. The Air District works to monitor air pollution and implement plans to meet national and state emission standards. The Air District also provides informational materials and alerts regarding air quality conditions and public health concerns. With increasing concerns of climate change, the Air District prioritizes emissions reductions from mobile sources, land use planning, innovative technology, and policy development.

Policies, Plans, and Regulatory Environment

Napa County General Plan

In response to climate change, *Climate Protection and Sustainable Practices for Environmental Health Goals and Policies* are identified in the Conservation Element of the Napa County General Plan. Further, there are existing policies within the 2009 Safety Element that address hazards related to climate change and speak to the protection and resiliency of the community.

Napa County MJHMP

Climate change is addressed in detail the County’s MJHMP with descriptions of hazards, impacts, and mitigation policies:

- **CL-14-2020:** Develop microgrids to provide emergency power during natural disasters.
- **NC-11-2020:** Construct/Install back up power generators for fire stations, pump houses, emergency shelters and cooling centers.

- **SH-06-2020:** Inform residents and tourists of shelter locations and evacuation routes and procedures for storing or taking valued items before large scale evacuations.
- **SH-12-2020:** Provide hazard mitigation information (e.g. ways to reduce risk) to first responders living within hazard-prone areas.
- **AC-04-2020:** Plan for and construct sea level rise protection for American Canyon Critical Infrastructure such as Public Works Yard, Sewer Treatment Plant, and Pump Station.
- **CL-08-2020:** Map and identify locations and implement fuel reduction projects in high risk areas in the City such as the areas west of Highway 128.
- **NC-20-2020:** Support ongoing analysis of sea-level rise data.
- **NC-21-2020:** Create a comprehensive outreach strategy that informs residents in potentially affected areas of County efforts to protect and increase community resiliency to sea-level rise.
- **NC-24-2020:** Construct or identify existing locations for cooling centers near farmworker populations.
- **NC-25-2020:** Develop air conditioning replacement/reimbursement program for low income and elderly residents.
- **NC-27-2020:** Support risk assessments in relation to warmer climate on the agriculture and wine industries.
- **NC-28-2020:** Construct and develop alternative water supplies to augment single sources of water delivery.
- **NC-29-2020:** Construct rainwater catchment systems to recharge groundwater in government ROWs
- **CL-07-2020:** Identify schools that have been designated as emergency shelters by the Red Cross within City Limits and ensure they have sufficient back up power generators.
- **NC-12-2020:** Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.
- **NC-15-2020:** Procure backup generators in the event that public meeting spaces such as community centers or town halls will be used as Emergency Command Centers. Perform regular maintenance on generators at water treatment plants.
- **CL-03-2013:** Retrofit Critical Public Safety Infrastructure.
- **NC-07-2013:** Retrofit critical public safety infrastructure with fire resistant materials and or create defensible space around structures.
- **YV-05-2020:** Work with local agencies to develop evacuation plans and provide education and outreach to populations vulnerable to wildfire.
- **HM-02-2020:** Construct/Install back up power generators or alternative communication systems to mitigate the potential for power outages or loss of cell service during emergencies.
- **HM-05-2020:** Develop alternate access and evacuation routes to ensure critical facilities are accessible during emergencies.

U.S. Federal Emergency Management Agency

The U.S. Federal Emergency Management Agency (FEMA) provides disaster response and preparedness across the country for a number of hazards, including flooding. According to FEMA flood maps, the

majority of Napa County is classified within areas of minimal flood hazards (See Section 2.5, Flooding). There are a few County areas to the south identified as Base Floodplain Elevation, which is the area that may experience elevation of surface water from the 1% annual chance flood. Climate change may potentially worsen conditions related to increased precipitation and snowpack melting, and affect the area and intensity or frequency of flood potential.

California Office of Emergency Services

The state addresses climate action and the need for greenhouse gas emissions reductions through the California Adaptation Planning Guide (APG). The Guide provides best practices, tools and current science to support jurisdictions in climate adaptation efforts. The state also prepares a Safeguarding California Plan: California's Climate Adaptation Strategy, that serves as a roadmap for state agencies to address climate change impacts.

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2.3 Dam Failure

Dam failures in the United States typically occur in one of four ways (Association of State Dam Safety Officials, 2021):

- **Overtopping** of the primary dam structure, which accounts for 34 percent of all dam failures, can occur due to inadequate spillway design, settlement of the dam crest, blockage of spillways, and other factors.
- **Foundation defects** due to differential settlement, slides, slope instability, uplift pressures, and foundation seepage can also cause dam failure. These account for 30 percent of all dam failures.
- **Failure due to piping and erosion** accounts for 20 percent of all failures. These are caused by internal erosion due to piping and seepage, erosion along hydraulic structures such as spillways, erosion due to animal burrows, and cracks in the dam structure.
- **Failure due to problems with conduits and valves**, typically caused by the piping of embankment material into conduits through joints or cracks, constitutes 10 percent of all failures.



Monticello Dam – Napa County, CA



Oroville Dam Failure - Courtesy of Los Angeles Times

The most recent concerning dam failure in California was the 2017 collapse of a spillway on the Oroville Dam in Butte County, California after heavy snowmelt delivered a surge of runoff to Feather River and Lake Oroville. As a result of the February 2017 incident, failures in the spillways of Oroville Dam forced the evacuation of 188,000 people and caused \$1 billion in damage repairs (Monroe, 2020). Ultimately, an independent analysis concluded that poor design and construction and inadequate state oversight contributed to the collapse of the concrete spillway. (Water Education Foundation, 2020)

As the consequences of dam failure in Napa County have the potential to have widespread effects, this hazard has been considered in the analysis for this Safety Element.

Types of Dams

The United States Society on Dams (USSD) identifies twelve different types of dams that are commonly found in the built environment. The MJHMP identifies two major types of dams that can be found in Napa County:

- **Earthen Dam:** Also known as earthfill dams, earthen dams are made up mostly of compacted earth material generally smaller than 3-inches in size. Oroville Dam, pictured right, is one example of an earthen dam.
- **Concrete Gravity Dam:** A dam constructed of concrete and/or masonry which relies on its weight and internal strength for stability. Lake Shasta Dam is one example of a large concrete gravity dam.



Risk Assessment

Dam Failure Vulnerability Analysis

According to California Department of Water Resources Division of Dam Safety, there are 57 dams across Napa County. Dams in Napa County are owned by a mixture of public utility districts, public agencies, water agencies, and private entities. The primary danger associated with dam failure is high velocity flooding downstream of the dams and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir perimeter, bank erosion on the rivers, and destruction of downstream habitat. **Figure 2.3-1** shows inundation zones for the dams in Napa County. Areas of the County most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure. Per the MJHMP, the chances of a dam failure in Napa County are low, but the consequences if dam failure were to occur are quite severe.

Warning Time

Warning time for dam failure depends on the cause of failure. For example, in an event of extreme precipitation or massive snowmelt, evacuations can be planned with sufficient time. On the other hand, in the event of a structural failure, there may be no warning time. Jurisdictions and private dam owners are required to have established protocols in their emergency operations plans (EOPs) for warning and response to imminent dam failure.

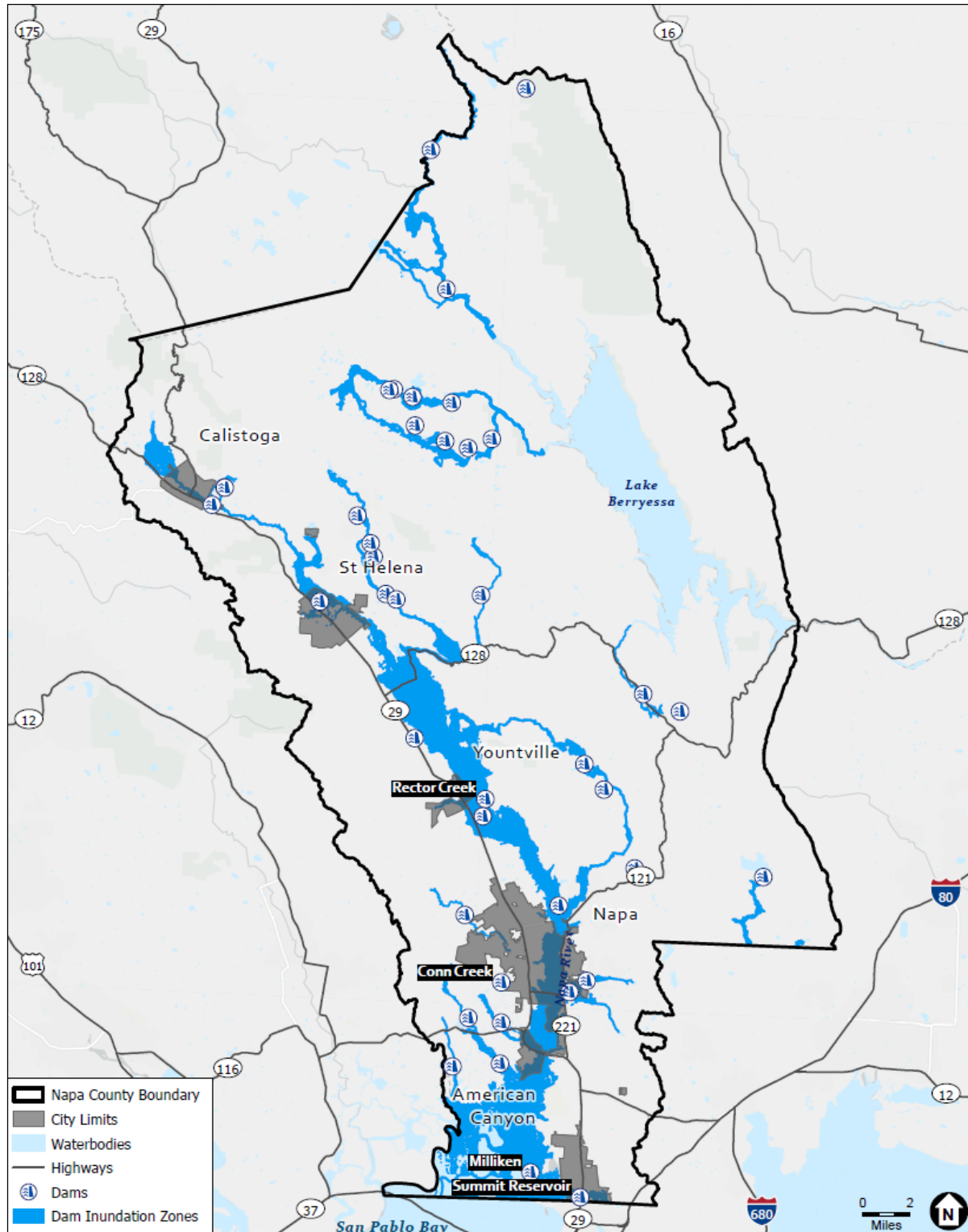


Figure 2.3-1. Napa County Dam Inundation Zones

MJHMP FIGURE 4-52 NAPA COUNTY DAM INUNDATION MAP

Population

In the event of dam failure and subsequent flooding, vulnerable populations are all populations downstream from dam failures that are incapable of escaping the area within the allowable time frame. This population includes the elderly and young who may be unable to get themselves out of the inundation area. The vulnerable population also includes those who would not have adequate warning from a television, radio emergency warning system, have not registered with reverse 911, or do not have cell phones that can receive amber alerts. The potential for loss of life is affected by the capacity and number of evacuation routes available to populations living in areas of potential inundation. The entire population in a dam failure inundation zone is exposed to the risk of a dam failure.

Approximately 12% of the total population in Napa County lives within mapped dam inundation zones. The estimated population exposed to dam inundation is summarized in **Figure 2.3-2**. It is important to note that this exposure summary includes all dam inundation areas across Napa County. However, the greatest population exposed to dam failures are residents living in proximity to Milliken Dam, Conn Dam, and Rector Creek Dam.

Vulnerable Development, Critical Facilities, and Infrastructure

Per OPR Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities. Low-lying areas are vulnerable to dam inundation, especially transportation routes. This includes all roads, railroads, and bridges in the flow path of water.

According to the Napa County MJHMP, approximately 431 of the planning area’s critical facilities and infrastructure are in a mapped dam inundation area (Napa County Office of Emergency Services, 2020). These are illustrated in **Figure 2.3-1** and **Figure 2.3-2** below.

The total parcel values at risk from dam inundation in unincorporated Napa County is over 2.5 billion dollars (Napa County Office of Emergency Services, 2020).

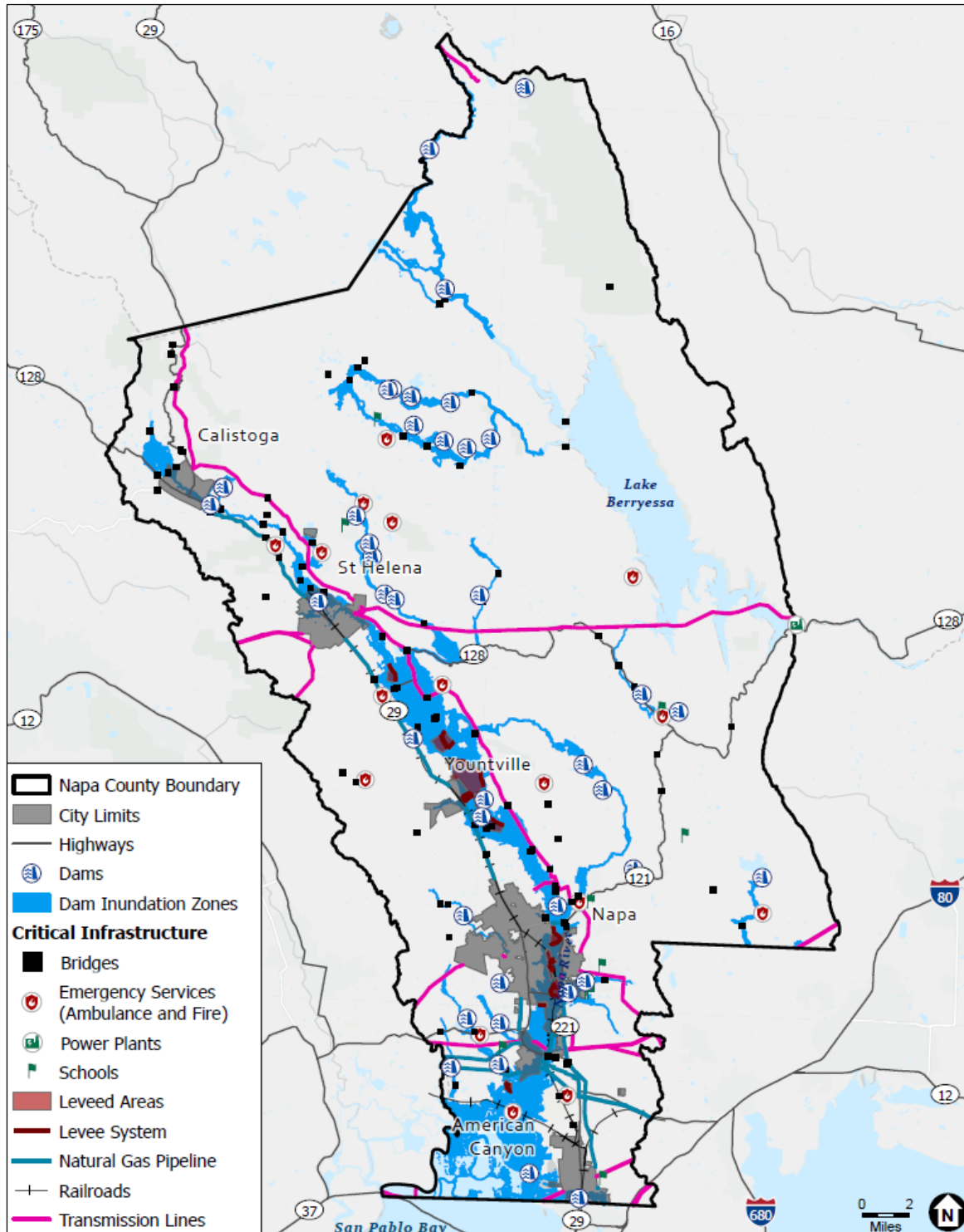


Figure 2.3-2. Napa County Dam Failure Vulnerability Snapshot

MJHMP FIGURE 4-54

Plans, Policies, Programs, and Regulatory Environment

Poor construction, lack of maintenance and repair, and deficient operational procedures are preventable or correctable through regular inspections by regulatory agencies and programmatic and policy actions, as detailed below.

U.S. Army Corps of Engineers Dam Safety Program

The U.S. Army Corps of Engineers (“Corps”) is responsible for safety inspections of some federal and nonfederal dams in the United States that meet the size and storage limitations specified in the National Dam Safety Act. The Corps has inventoried such dams and surveyed each state and federal agency’s capabilities, practices, and regulations regarding design, construction, operation, and maintenance of the dams. The Corps develops guidelines for inspection and evaluation of dam safety.

California Division of Safety of Dams

California’s Division of Safety of Dams, a division of the Department of Water Resources, monitors the dam safety program at the state level. When a new dam is proposed, Division staff inspects the site. The Division reviews dam applications and building plans to ensure that the dam is designed to meet minimum requirements and that the design is appropriate for known geologic conditions. It also inspects construction to ensure that the work is done in accordance with the approved plans. The Division inspects constructed dams on an annual basis to ensure that it is performing as intended and is not developing problems. Roughly a third of these inspections include in-depth instrumentation reviews. The Division periodically reviews the stability of dams and their major appurtenances in light of improved design approaches and requirements, as well as new findings regarding earthquake hazards and hydrologic estimates in California. (Cal. Dep’t of Water Resources, 2019)

Senate Bill 92: Dam Safety

Senate Bill 92 was signed into law on June 27th, 2017 and it provides new requirements focused on dam safety. Specifically, it requires dam owners to submit inundation maps to the Department of Water Resources. After they have been approved, the dam owner must then submit an emergency action plan (EAP) to Cal OES (California Office of Emergency Services, 2020).

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County’s MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to dam failure hazards. These have been incorporated into this Safety Element as they apply to unincorporated Napa County.

County Capacity to Respond to Hazards

While no dams have failed in Napa County to date and the chances of dam failure are low, the consequences are severe. Napa County has established protocols in their emergency operations plans for warning and response to dam failure within flood zones, including collaboration with private dam owners to implement these emergency action plans. As warning time is the most crucial component of responding to dam failure, emergency action plans contain procedures and information to assist dam owners in

issuing warning and notification messages to emergency management authorities. It is important to note that emergency action plans are not publicly available but are on file at the Napa County Office of Emergency Services or with individual dam owners and California DWR.

Moving forward, along with other regulatory agencies identified, the County should consider the dam failure hazard when permitting development in mapped dam inundation zones and downstream of high hazard and significant hazard dams in the County.

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2.4 Drought

Drought has impacted almost every county in California and has caused millions of dollars in collective damages. In Napa County, drought conditions have the potential to affect numerous aspects given impacts on water, including water restrictions, reduced water quality, restricted access to recreational opportunities, reduced air quality, health impacts, and economic impacts.

Understanding Drought

Napa County's economy is dependent upon a strong agricultural industry, which in turn provides the foundation for the second largest industry in the County, tourism. Drought could have a devastating and cascading impact on the wine industry and local economy, specifically in terms of agricultural productivity. A drought can result in farmers not being able to plant crops or the failure of planted crops. This results in loss of work for farm workers and those in food processing and wine making jobs. In the event of long term drought events, other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further layoffs. A drought can harm recreational companies that use water (e.g., swimming pools, water parks, and river rafting companies) as well as landscape and nursery businesses because people will not invest in new plants if water is not available to sustain them.

Climate change is expected to increase drought and extreme weather conditions. While the duration of drought is always in question, it is certain that California and Napa County will continue to be impacted by drought moving forward. (California Drought Contingency Plan, 2013).

Risk Assessment

Past Drought Events

The most recent major drought in California spanned 2014-2017. California State Governor Jerry Brown declared a drought state of emergency on January 17, 2014. On April 17, 2017, Brown issued Executive Order B-40-17, officially ending the drought state of emergency in all California counties except Fresno, Kings, Tulare, and Tuolumne.

According to the National Drought Monitor, Napa County is currently experiencing Exceptional Drought conditions. The National Drought Monitor provides drought data and maps nationally and on a localized scale. The National Drought Monitor is the product of eleven agencies, from the National Drought Mitigation Center (NDMC), National Oceanic and Atmospheric Administration (NOAA) and the United States Department of Agriculture (USDA). **Figure 2.4-1** depicts the U.S. Drought Monitor conditions in California for December 2017, December 2018, and conditions as of September 7th, 2021.



Napa River near the Trancas Street Bridge , September 20, 2021.
Courtesy of Napa Valley Register

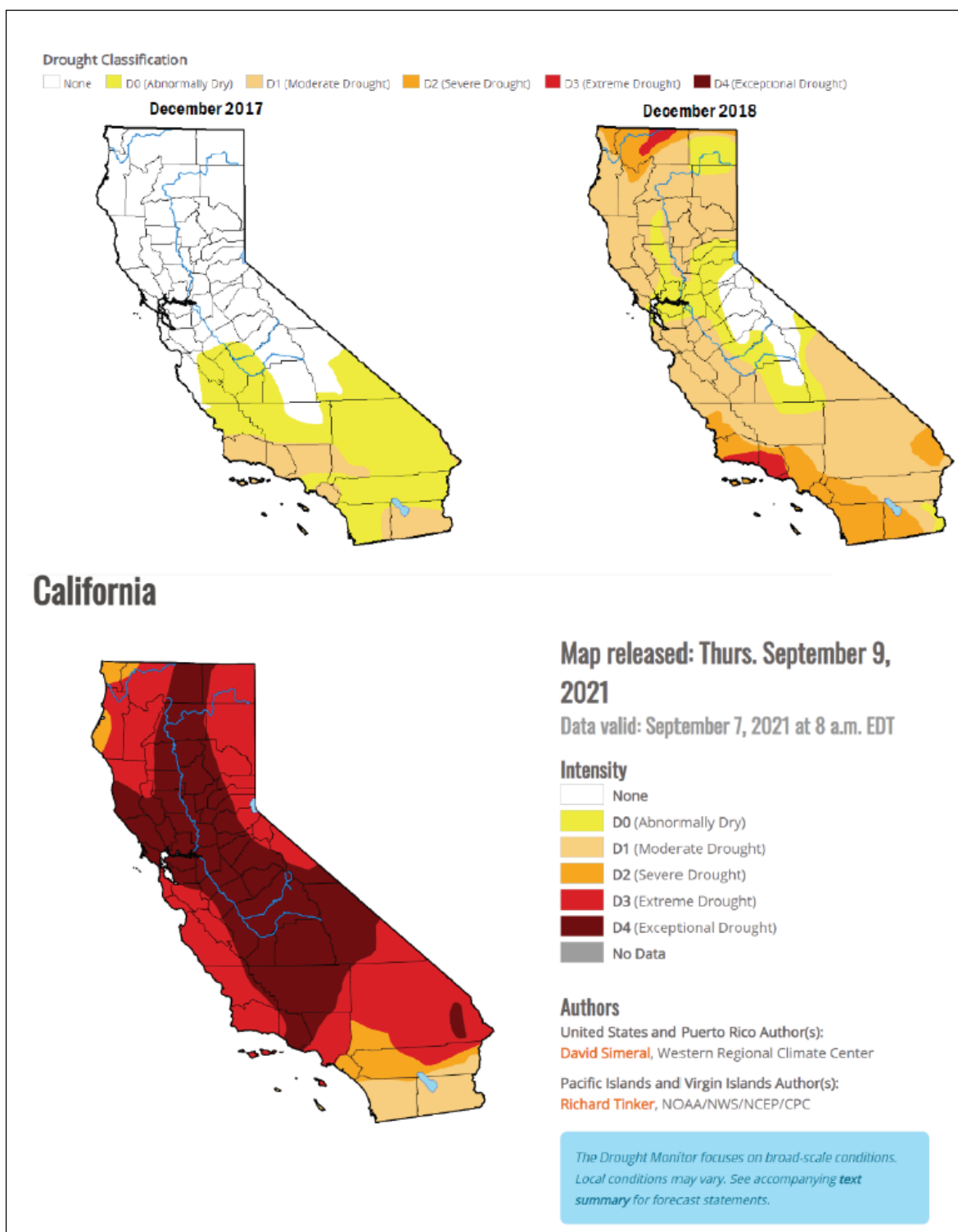


Figure 2.4-1. State of California Drought Conditions 2017, 2018 And 2021

Note to Reviewer – this graphic was used in the Napa County MJHMP

FIGURE 4-42 CALIFORNIA DROUGHT CONDITIONS 2017 VS 2018

Drought Vulnerability Analysis

Unlike hazards like wildfire and flooding which provide direct impacts, drought produces a web of impacts beyond the areas experiencing physical drought. As illustrated by the regulatory environment above, drought vulnerability usually depends on water demand, how the demand is met, and what water supplies are available to meet the demand. As a result of drought conditions and expected drought conditions moving forward, water demand in California is expected to increase. Napa County vulnerability to these drought conditions are described below.

Population

All people, property, and environments in the Napa County planning area would be exposed to some degree to the impacts of moderate to extreme drought conditions.

Frequency/Probability of Future Occurrences

Currently there is no data on the probability of drought. However, according to the results of the risk factor exercises for the participating jurisdictions as part of the Napa County MJHMP planning process, the probability of drought occurring in Napa County is likely (between 10 and 100% annual probability) (Napa County Office of Emergency Services, 2020).

Vulnerable Development, Critical Facilities, and Infrastructure

Overall, critical facilities, as defined for this plan, will continue to be operational during a drought. However, secondary hazards that could result due to drought conditions are wildfire and severe weather. A prolonged lack of precipitation dries out vegetation, which becomes increasingly susceptible to ignition as the duration of the drought extends. Extinguishing fires further stresses water supplies which can exacerbate the impacts of drought.

Severity

The severity of a drought depends on the degree of moisture deficiency, the duration, and the size and location of the affected area. The longer the duration of the drought and the larger the area impacted, the more severe the potential impacts. According to the 2050 Napa Valley Water Resources Study, water users in unincorporated Napa County areas are at the greatest risk of water shortage due to reliance on wells and groundwater, and may face water supply shortages regardless of normal rainfall years or dry years and if demands continue to increase. Droughts are not usually associated with direct impacts on people or property, but they can have significant impacts on agriculture due to loss of production, which can impact people indirectly. Other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further economic losses.

On April 1, 2015, Governor Jerry Brown ordered mandatory water reductions across California (Executive Order B-37-16). This order called for residents to reduce water usage by 25 percent after recorded snowpack levels in the previous year were 20 percent of the average date. This reduction mandated lawn replacements throughout the state, customer rebates for water efficient appliances, and a prohibition on watering lawns with potable water unless water efficient drip irrigation systems are used. Furthermore, this order was enforced by the State Water Board, with assistance from local government

agencies. Although not yet mandated, similar orders could happen in response to drought conditions in the future.

According to an economic analysis of the 2016 California drought prepared by Medellín-Azuara et al, the 2016 drought cost the state’s agricultural sector \$247 million. “Spillover” loss across sectors was around \$600 million and 4,700 jobs. Overall, this represents the cascading effect that prolonged drought conditions can have on the local economy and illustrates the need for resilience efforts to be in place during drought conditions.

Secondary Hazards and Climate Change Impacts

The secondary hazard most associated with drought is wildfire. A prolonged lack of precipitation dries out vegetation, which becomes increasingly susceptible to ignition as the duration of the drought extends. In addition to increased wildfire hazards, global water resources are experiencing stresses that are further exacerbated by climate change. Adaptation strategies to future wildfires that are being implemented by the State and County are discussed in the Wildfire section of this report. With a warmer climate, drought conditions could increase in severity, frequency, and duration. More frequent extreme events such as droughts could end up being more cause for concern than the long-term change in temperature and precipitation averages.

Plans, Policies, Programs, and Regulatory Environment

California Sustainable Groundwater Management Act

Groundwater Basin: An aquifer or system of aquifers that has well defined boundaries. Under SGMA, high and medium priority groundwater basins must establish groundwater sustainability plans to manage groundwater resources.

Sustainability: The management and use of groundwater in a basin that can be maintained during the SGMA planning and implementation time period

On September 16, 2014, Governor Brown signed into law a package of bills (SB1168, AB1739 and SB1319) collectively called the Sustainable Groundwater Management Act (SGMA). SGMA requires governments and water agencies of **high and medium priority basins** to bring basins into sustainability, meaning to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. There is one high priority basin (Napa Valley) and one medium priority basin (Napa- Sonoma Lowlands) in the County. Under SGMA, these basins should reach

sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.

Executive Order B-37-16

As described above, Executive Order B-37-16 was ordered by Governor Jerry Brown in 2015. This executive order sets forth actions to use water more wisely, eliminate water waste, strengthen local drought resilience, and improve agricultural water use efficiency and drought planning. Directive #10 specified that, “For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.” As of September 2021, all the Napa Valley governments, including Napa County, are working towards completing a new regional study called the Napa Valley Drought Contingency Plan.

California Water Plan

The California Water Plan is the State's strategic plan for sustainably managing and developing water resources for current and future generations. Required by Water Code Section 10005(a), it presents the status and trends of California's water-dependent natural resources; water supplies; and agricultural, urban, and environmental water demands for a range of plausible future scenarios. The California Water Plan was updated most recently in 2018.

Napa County Flood Control and Water Conservation District

The Napa County Flood Control and Water Conservation District (NCFCWCD) was established by the California State Legislature in 1951. Since its formation, NCFCWCD has developed two principal and distinct service activities: water conservation and flood control. The District's water conservation services primarily involve administering contracts with the State of California and the United States Bureau of Reclamation for annual water supply entitlements from the State Water Project and the Solano Project, respectively. As part of its administrative duties, the District subcontracts its imported water supply entitlements to cities and special districts throughout Napa County.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to drought events. These have been incorporated into this Safety Element as they apply to unincorporated Napa County.

Napa County General Plan

The 2009 Napa County General Plan includes goals, policies, and action items specifically pertaining to water conservation.:

Napa County Drought Tolerant Landscaping Requirements

Napa County Ordinances require drought tolerant landscaping measures in development projects, including the following:

- **Commercial Limited District-** All required landscaping shall be irrigated and permanently maintained and shall include drought-tolerant plantings to the maximum extent feasible. § 18.28.050
- **Marine Commercial District-** All required landscaping shall be irrigated and permanently maintained. Landscaping shall be limited to drought-tolerant plantings to the maximum extent feasible. § 18.34.050
- **Public Lands District-** In the selection of new plant materials, preference shall be given to native and drought-tolerant species, and to species which are hardy, long-lived, and require little maintenance. § 18.50.060
- **Commercial Neighborhood District-** All required landscaping shall be irrigated and permanently maintained by the owner, lessee or occupant and shall include drought-tolerant plantings to the maximum extent feasible. § 18.32.060
- **General Industrial Zoning District-** In the selection of new plant materials, preference shall be given to native and drought-tolerant species, and to species which are hardy, long-lived, and require

little maintenance. Landscaping material shall also be consistent with any applicable approved master landscape plan. § 18.44.110

- **Conservation Regulations-** Plant materials shall be drought-tolerant and compatible with the existing habitat area in which the project is located. § 18.108.100

Special Projects

CA Division of Water Rights Water Supply/Demand Visualization Tool

In April 2021, the State Water Resources Control Board, Division of Water Rights (Division) developed an online tool that shows basic monthly water balance data for past years in major watersheds throughout California. Although this tool at this time is intended for informational purposes and will not be used to make water allocation or shortage decisions, the Water Supply and Demand Visualization Tool allows stakeholders interested in California's water accounting to have a transparent way to see supply and demand information, locations of diversions, and water right types throughout the state. Collecting and displaying the best available data helps to protect senior water rights, community and industry water needs, and the environment as a whole.

Napa County Flood and Water Resources Water Conservation Programs

Like many cities and counties across California, Napa County has implemented water conservation incentive programs and resources to help combat the effects of the drought at the local and regional level, while helping residents save money. These programs include, but are not limited to, water bill rebates for reductions in water use around the home, water wise landscaping resources, and free water conservation devices.

County Capacity to Respond to Hazards

As of 2021, the State of California has implemented statewide regulations and special projects in response to drought conditions. These types of regulations work to effectively manage water resources under drought conditions and ensure community health and safety as a result. Similar regulations at the local level have been enacted, such as policy that new and future development must comply with. The County has implemented several water conservation programs, including rebates for water conserving appliances and free-water saving devices for residents; however, the County is still currently vulnerable to water supply issues because of drought and other factors.

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2.5 Flooding

Flooding occurs when the existing channel of a stream, river, canyon, or other water course cannot contain excess runoff from rainfall or snowmelt, resulting in overflow on to adjacent lands. These are also the most common causes of flood in Napa County (Napa County Office of Emergency Services, 2020). Flooding may also occur due to high tides, extreme rain, and wind.

Understanding Floods

In order to understand flood hazards, it is important to note that connections between a river and its floodplain are most apparent during and after major flood events. A **floodplain** is any land area susceptible to being inundated by floodwaters from any source. This can include coastal areas impacted by storm surge, land along a river or bayou that is flooded when that waterway rises out of its banks, or low-lying land that fills with water when it rains. As defined by the Federal Emergency Management Agency (FEMA), these include:

- **500-year flood plain.** This is the portion of land that would be covered during a flood event that has a 0.2 percent chance of being equaled or exceeded each year.
- **100-year flood plain.** This is the portion of land that would be covered during a flood event that has a one percent chance of being equaled or exceeded each year.

Floodplains in Napa County, as determined by FEMA, are mapped in **Figure 2.5-1** below.



Napa River and Downtown Napa. Courtesy of the Napa County Flood Control and Water Conservation District

Floodways are the channel of the river or stream and the adjacent land that must remain free from obstruction

Flood Fringes are the remaining portion of the floodplain. FEMA and state regulations permit communities to allow the flood fringe to be obstructed and developed if specific development standards are met.

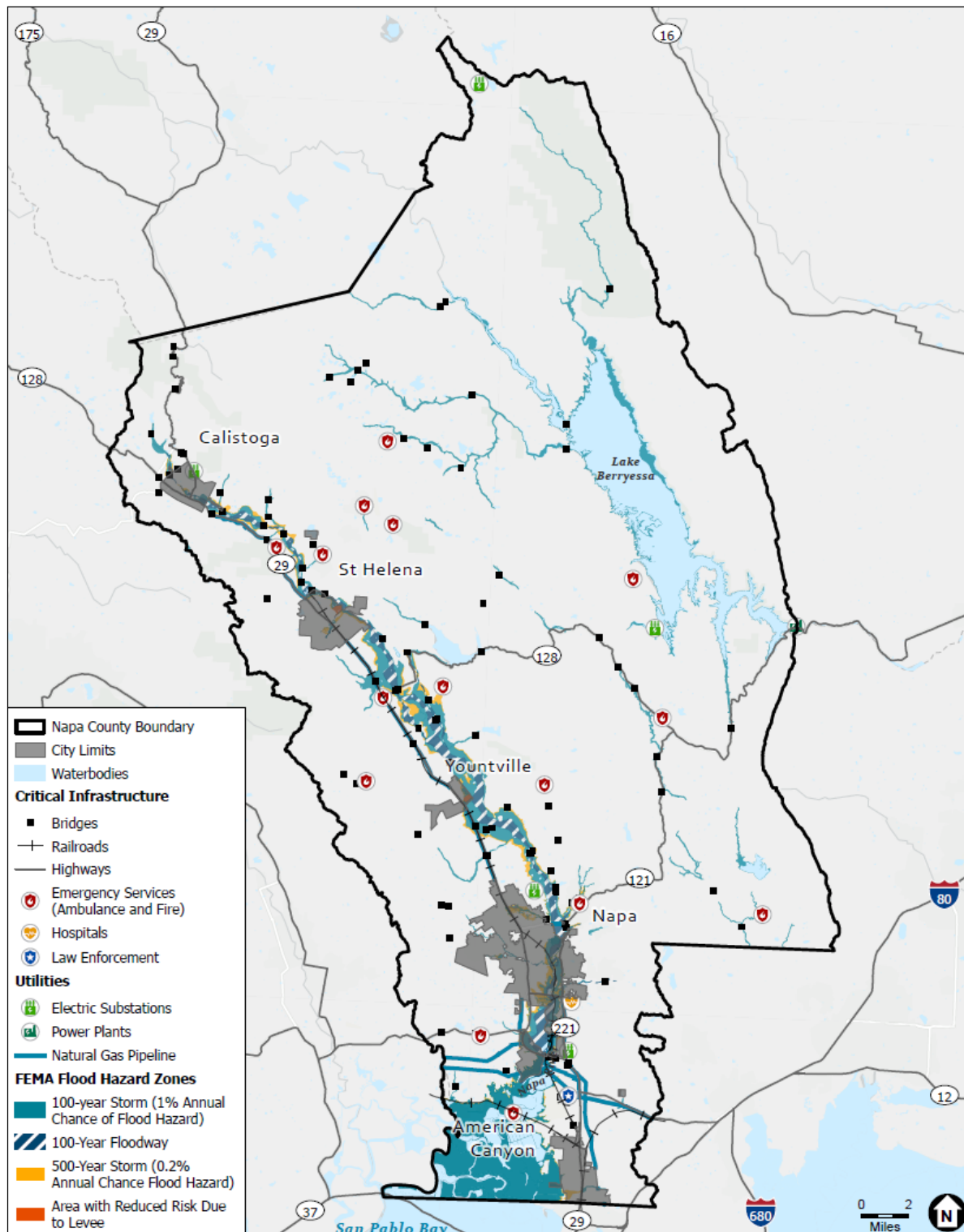


Figure 2.5-1 FEMA Flood Zone Exposure Map

MJHMP FIGURE 4-25 FEMA FLOOD ZONE EXPOSURE MAP

Risk Assessment

Local Conditions

All lands adjacent to the Napa River are subject to flooding. The floor of Napa Valley has been subject to frequent flooding, resulting in severe damage to agriculture and urban development. **Figure 2.5-1** shows the location of flood hazard zones in Napa County, which are mainly located around the Napa River. Streamflow of flood-producing magnitude is the result of storms causing precipitation over the entire Napa River basin for periods in excess of approximately 12 hours (Napa County Office of Emergency Services, 2020). In Napa County, the most intense periods of rainfall typically occur in December, January and February. (FEMA, 2016).

While the Napa River serves as the main drainage in Napa County, there are several creeks to the east and west of the Napa River that can harm communities if a flooding event were to occur. Garnett Creek is the uncontrolled headwaters of the Napa River in the northwest end of the valley. On the west side of the watershed, Sulphur Creek, Dry Creek, Hopper Creek, Redwood Creek, Napa Creek and Browns Valley Creek all contribute substantial runoff to the Napa River drainage during the wet season. On the east side, Conn Creek, Rector Creek, and Milliken Creek all have similar characteristics.

As described in more detail below, the Napa River/Napa Creek Flood Protection Project is responsible for the effective management and planning for resilience to catastrophic flooding along the river's banks.

Flood Vulnerability Analysis

This section describes vulnerabilities to flooding in terms of population, property, and infrastructure, and provides graphic representation of these assets and are overlaid on FEMA floodplains. Low lying populations and infrastructure, such as roads, are especially vulnerable to flood hazards and serve critical access functions for residents and emergency responders.

Population

According to the Napa County MJHMP, it was estimated that the total exposed population is 3,785 within the 100-YR floodplain and 4,068 within the 500-YR floodplain. The entire population in a dam failure inundation zone is exposed to the risk of a dam failure. Approximately 12% of the population in unincorporated Napa County lives within mapped 100- and 500-year floodplains, and 7% of parcels are located within these areas (Napa County Office of Emergency Services, 2020). The estimated population exposed to dam inundation is summarized in **Figure 2.5-2**.

Vulnerable Development, Critical Facilities, and Infrastructure

Per OPR Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities. Low-lying areas are vulnerable to dam inundation, especially transportation routes. This includes all roads, railroads, and bridges in the flow path of water.

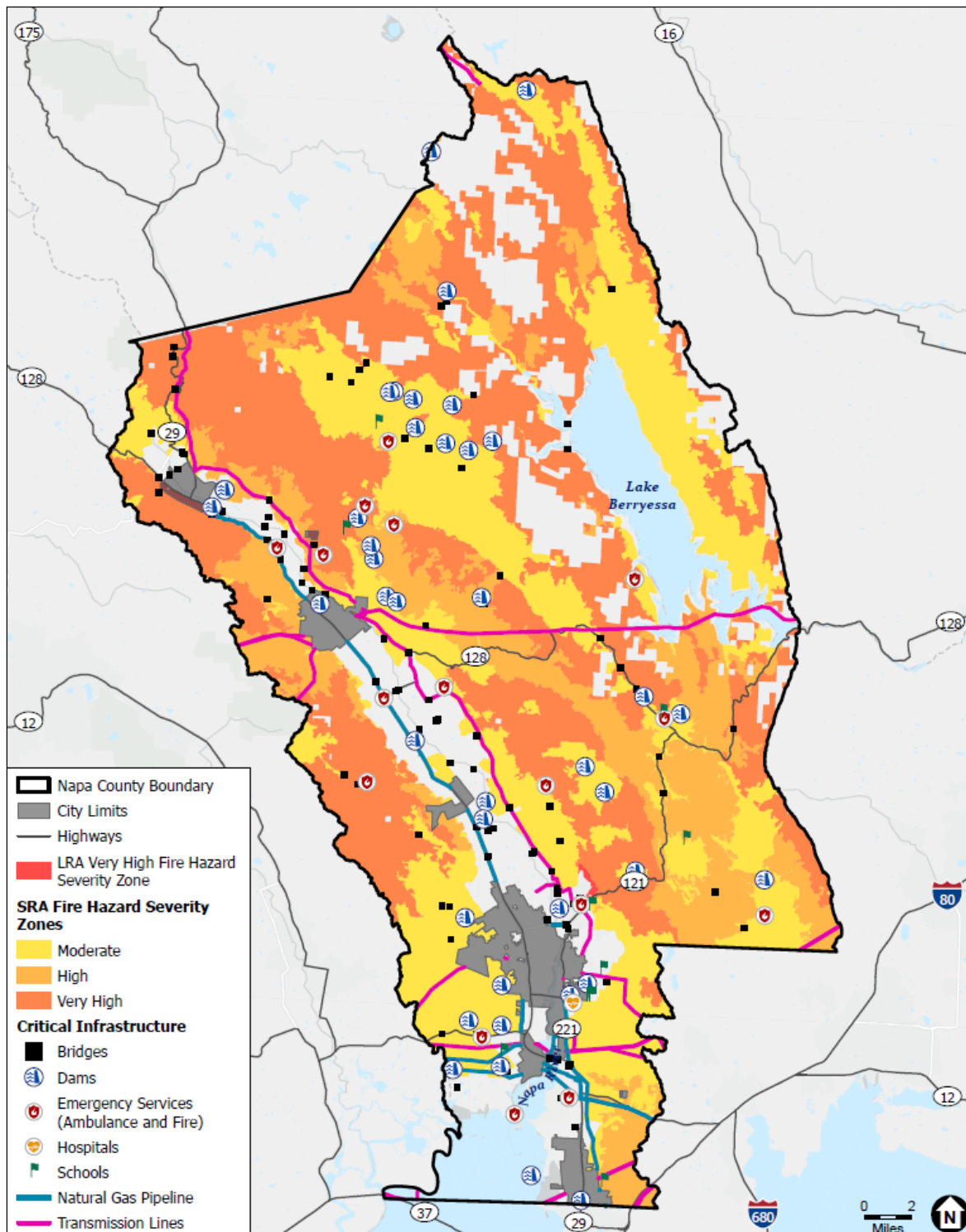


Figure 2.5-2. Napa County Vulnerable Development

MJHMP FIGURE 4-35 FEMA FLOOD ZONE EXPOSURE AND SNAPSHOT MAP

According to the Napa County MJHMP, approximately 3 of the planning area's critical facilities and 57 linear miles of transportation and linear infrastructure points are mapped within designated floodplains. Similar to wildfire hazards, transportation infrastructure is especially important in planning for flood hazards, as these facilities provide ingress and egress in the event of an emergency. These are identified in **Figure 2.5-2** and more specifically include the following transportation and linear facilities:

Roads

The following major roads in Napa County pass through the 100-year floodplain and thus are exposed to flooding:

- State HWY 29
- State HWY 128
- Silverado Trail
- Yount Street
- Trancas Street
- Zinfandel Lane
- Deer Park Road
- Sage Canyon Road
- Solano Avenue

Bridges

Flooding events can significantly impact road bridges. An analysis showed that there are 56 bridges that are in or cross over the 100-YR floodplain and no bridges in or crossing the 500-YR floodplain.

Water and Sewer Infrastructure

Water and sewer systems can be affected by flooding. Similarly, these facilities also convey floodwaters.

Levees

Levees have been built in Napa County to protect areas from the 100-YR flood event. Levees and flood control channels have been built along the Napa River to protect surrounding agricultural areas and populated parts of the County from the 100-year flood event.

County Capacity to Respond to Hazards

Since the 1970s, Napa County residents have suffered \$542 million in property damage alone from flood hazards (Napa County Public Works, n.d.). Napa County has implemented measures to increase adaptive capacity to ensure that development projects can withstand flood hazards. On a planning level, these interventions include, but are not limited to, public agency responsibilities, development and regulatory standards, capital improvements, and other long term flood protection and resilience projects. The Napa County Public Works, the Napa County Flood and Water Conservation District, and other regulatory agencies such as the Army Corps of Engineers (ACOE), have built and are planning critical pieces of

flood infrastructure that can convey floodwaters in the event of a flood hazard. Regulations and projects that aim to increase adaptive capacity to flood hazards are detailed below.

Special Projects

Napa River Flood Management Plan

The Napa River/Napa Creek Flood Protection District is responsible for the effective management and planning for resilience to catastrophic flooding along the river's banks. Developed in collaboration by the District, Napa County Department of Public Works, and the Napa County Community Coalition, the Napa River Flood Management Plan is a multi-objective and restorative approach to flood protection. Elements of the Napa Project include bank terracing, bridge replacements, bypass channels, culverts, floodwalls, and levees. Once complete, the Project would restore more than 650 acres of high-value tidal wetlands of the San Francisco Bay Estuary while protecting 2,700 homes, 350 businesses, and over 50 public properties from 100-year flood levels, a savings of \$26 million annually in flood damage costs.

As of 2021, a number of project components have been completed. However, several are still in the construction process, including floodwalls/levees north of the Oxbow and bypass pump station, floodwalls and trail on west side of Napa River (Imola to Hatt), and floodwalls around Oxbow and floodwalls and trail on east side of Napa River (Tulocay Creek to Third Street).

Plans, Policies, Programs, and Regulatory Environment

Given the proximity of navigable waterways that are subject to flood hazards in Napa County, there are multiple responsible agencies and policy measures that have been put in place in order to make the County more resilient to flood hazards. For example, Napa County Flood Control and Water Conservation District is the local sponsor for the award-winning Napa River Flood Management Plan and administers water supply contracts, watershed management and stormwater management programs throughout Napa County. Relevant regulations and agencies are described below.

Napa County Flood Control and Water Conservation District (District)

The District's flood management services focus on managing and coordinating projects intended to protect local communities from inundation by maintaining and clearing tributary channels and sponsoring capital improvements. This includes implementing the voter-approved "Napa River/Napa Creek Flood Protection Project," which includes projects to protect the City of Napa from a 100-year flood.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to flood hazards.

Flood protection for development in Napa County Code, § 16.04

The Napa County Code addresses flooding through regulation of land use activities (§ 16.04). Regulations include prohibiting land uses that could result in increased erosion and flooding; requiring flood protection at initial construction; limiting the alternation of natural floodplains and stream

channels during construction; and avoiding constructing barriers that could unnaturally divert floodwaters or increase flood hazards. The regulations also include development restrictions for the protection of riparian areas.

Drainage and flood control facilities in Napa County Code, § 17.36

Napa County Code outlines requirements for drainage and flood control facilities and flood control protection for new development, based on the size of development. Drainage facilities should be designed to capture projected runoff from a storm with a frequency of one in one hundred years, and must be approved by the County before installation. Similar requirements are in place for improvement plans for flood control facilities.

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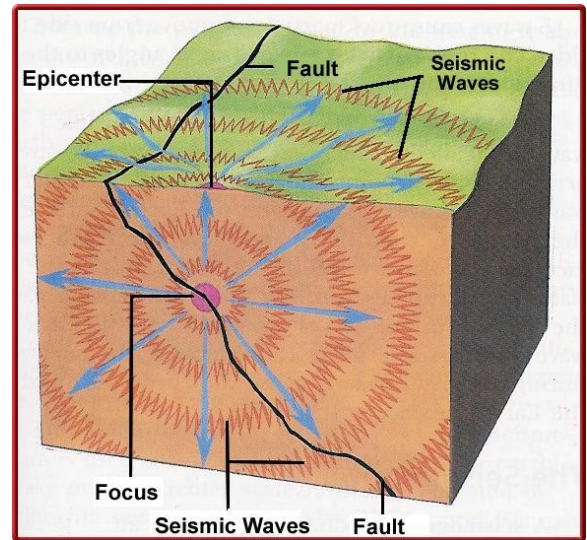
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2.6 Geologic and Seismic Hazards

The Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) identified and profiled earthquakes as a priority hazard, which is included in the list of nine natural hazard threats (Napa County Office of Emergency Services, 2020). An **earthquake** is the sudden shaking of the ground caused by the passage of seismic waves through Earth's rocks. **Seismic waves** are produced when some form of energy stored in Earth's crust is suddenly released, usually when masses of rock straining against one another suddenly fracture and slip. Earthquakes associated with this type of energy release are called tectonic earthquakes. The energy also can be released by elastic strain, gravity, chemical reactions, or even the motion of massive bodies. Earthquakes occur most often along geologic faults. **Faults** are narrow zones where rock masses move in relation to one another. Earthquakes can also result in fault rupture, which occurs when movement on a fault deep within the earth breaks through to the surface creating an offset in the ground as the two sides of the fault slip past each other. The intense shaking of an earthquake can cause damage and lead to the collapse of buildings and structures.



Earthquake cross section. Courtesy of Essentials of Geology

Earthquake Classifications

Earthquakes are typically classified in one of two ways: by the amount of energy released, measured as magnitude; or by the impact on people and structures, measured as intensity.

Magnitude measures the strength of earthquakes and is the most common method for measuring earthquakes. The magnitude of an earthquake is related to the total area of the fault that ruptured, as well as the amount of offset, or displacement, across the fault. As shown in **Table 2.6-1**, there are seven earthquake magnitude classes, which range from micro to great. A magnitude class of great can cause tremendous damage to infrastructure, compared to a micro class, which results in minor damage to infrastructure.

Intensity refers to the effect of an earthquake on the Earth's surface. Earthquake intensity decreases with increasing distance from the epicenter of the earthquake. Although various intensity scales have been developed to evaluate the effects of earthquakes, the one currently used in the United States is the Modified Mercalli Intensity (MMI) Scale. The MMI value assigned to a specific site after an earthquake has a more meaningful measure of severity to the nonscientist than the magnitude because intensity refers to the effects experienced at that place.

TABLE 2.6-1. EARTHQUAKE MAGNITUDE CLASSES

Magnitude Class	Magnitude (M) Range	Description
Great	M>8	Tremendous damage
Major	7<=M<7.9	Widespread heavy damage
Strong	6<=M<6.9	Severe damage
Moderate	5<=M<5.9	Considerable damage
Light	4<=M<4.9	Moderate damage
Minor	3<=M<3.9	Rarely causes damage
Micro	M<3	Minor damage

SOURCE: Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

The lower numbers of the intensity scale generally deal with the manner in which the earthquake is felt by people. The higher numbers of the scale are based on observed structural damage. Structural engineers usually contribute information for assigning intensity values of VIII or above. **Table 2.6-2** includes the description of the levels of MMI.

TABLE 2.6-2. MODIFIED MERCALLI INTENSITY LEVEL DESCRIPTIONS

Intensity	Description
I	Not felt, except by a very few people under especially favorable conditions.
II	Felt only by a few people at rest, especially on the upper floors of buildings.
III	Noticeable by people indoors, especially on the upper floors of buildings, although it is not widely recognized as an earthquake. Parked vehicles may move slightly.
IV	Felt indoors by many and felt outdoors by some. May awaken sleeping people. Dishes, windows, and doors disturbed. Parked vehicles move noticeably.
V	Felt by almost everyone. Sleeping people awaken, and some dishes and windows broken. Unstable objects overturned, and pendulum clocks may stop.
VI	Felt by everyone. Some heavy furniture moved, and some instances of falling plaster. Damage slight, although many people may be frightened.
VII	Considerable damage in poorly built or badly designed structures, slight to moderate damage in well-built ordinary structures, and negligible damage in buildings of good design and construction. Some chimneys broken.
VIII	Great damage in poorly built structures, considerable damage and partial collapse of well-built ordinary structures, and slight damage in specially designed structures. Chimneys, factory stacks, columns, monuments, and walls fall. Heavy furniture overturned.
IX	Well-designed structures thrown out of plum, considerable damage in specially-designed structures. Substantial buildings suffer great damage and partial collapse. Buildings shifted off foundations.
X	Some well-built wood structures destroyed. Most masonry and frame structures and foundations destroyed. Rails bent.
XI	Few if any masonry structures remain standing. Bridges destroyed and rails greatly bent.
XII	Total damage. Lines of sight and level are distorted. Objects thrown into the air.

SOURCE: USGS, 2019 and Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

Risk Assessment

Local Conditions

The Alquist-Priolo Act established earthquake fault zones in California. These Alquist-Priolo Earthquake Fault Zones encompass surface traces of active faults that have a potential for future surface fault rupture and are mapped across California. These zones have been established by the State Geologist and indicate an active fault within the zone. The fault may pose a risk to existing or future structures from a surface fault rupture.

Figure 2.6-1, Regional Fault Lines, shows the location of fault zones as well as the underlying quaternary faults near the County. According to the MJHMP, the faults most likely to produce strong ground shaking in the County include the Northern Hayward/Rodgers Creek in the west, the Maacama in the northwest, the Hunting Creek-Berryessa in the north, the Green Valley in the southeast and the West Napa in the south central. The Green Valley and the West Napa Fault are the only two major faults that pass through County boundaries. (Association of Bay Area Governments, 2014)

Past Earthquake Events

According to the MJHMP, multiple earthquakes have occurred in and near the County over the last 20 years. As outlined in **Table 2.6-3**, there have been seven earthquake events with a magnitude of 4.0 or greater since the year 2000. Two large-scale earthquakes in Napa County, a 5.2 on the West Napa Fault and the South Napa earthquake, caused damage, death, and injuries. The August 24, 2014 South Napa earthquake was the largest in the San Francisco Bay Area since 1989, registering at 6.0 on the magnitude scale with a MMI of VIII (Severe). Total damage from the South Napa earthquake ranged from \$362 million to \$1 billion, resulted in 200 injured, and one fatality.

TABLE 2.6-3. EARTHQUAKE EVENTS IN NAPA COUNTY 2000 – 2018

Date	Location	Magnitude	Description ^a
1/4/2018	2 km from Berkeley	4.4	Moderate damage
5/22/2015	10 km ENE of Yountville	4.1	Moderate damage
8/24/2014	South Napa	6.0	Severe damage
8/3/2006	Northern California	4.5	Moderate damage
5/8/2005	Northern California	4.1	Moderate damage
5/25/2003	Northern California	4.1	Moderate damage
9/3/2000	4.8 km SSW of Yountville	5.2	Considerable damage

^a Descriptions were derived from Table 2.6-1, Earthquake Magnitude Classes, above.

SOURCE: USGS; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

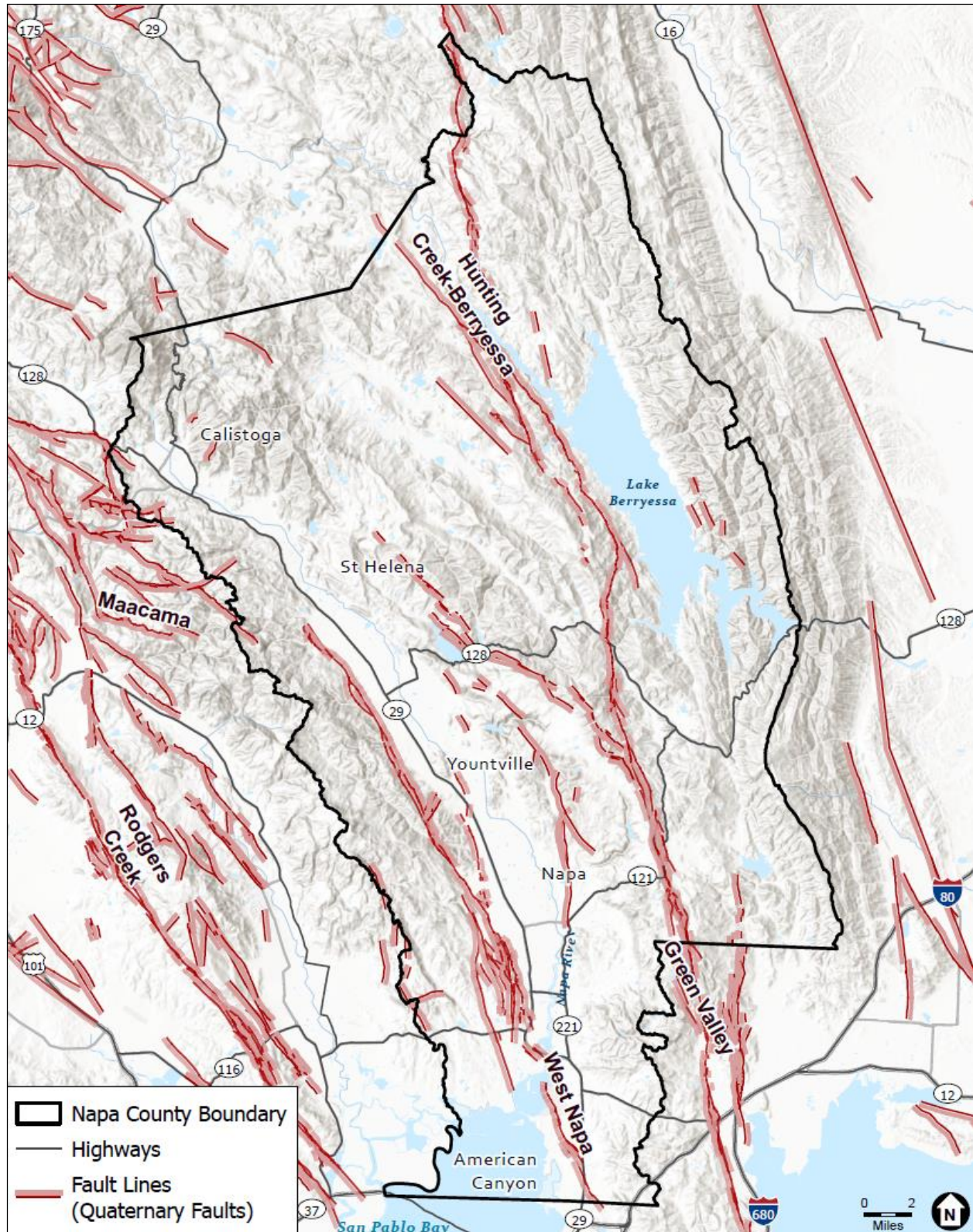


Figure 2.6-1. Regional Fault Lines

Earthquake Vulnerability Analysis

Earthquakes are a considerable threat to life and property in Napa County. A moderate to severe seismic incident on any fault zone in close proximity to the County is expected to cause:

- Extensive property damage, particularly to pre-1930's unreinforced masonry structures,
- Possible fatalities and injuries,
- Damage to water and sewage systems,
- Disruption of communications systems,
- Broken gas mains and petroleum pipelines,
- Disruption of transportation arteries, and
- Competing requests for regional aid resources.



2014 South Napa Earthquake damaged unreinforced masonry building on Main St. in Napa Downtown. *Courtesy of USGS*

The vulnerability analysis contained in the County MJHMP included analyses on population, frequency/probability of future occurrences, critical facilities, hazardous material fixed facilities, utilities and infrastructure, which are discussed briefly below.

Population

All people, property, and environments in the Napa County planning area would be exposed to direct and indirect impacts from earthquakes. As shown in **Figure 2.6-2**, approximately 100 percent of the population is either in Very Strong, Severe, or Violent probabilistic shake intensity zones.

Frequency/Probability of Future Occurrences

The probability of earthquake event in Napa County is based on the approximate location of earthquake faults within and outside the region. According to the MJHMP, the probability of an earthquake occurring in the County is likely between a 10 and 100 percent annual probability. According to the USGS's earthquake probability maps, shown in **Figure 2.6-3**, the Hunting Creek-Berryessa fault has a 5 percent chance of producing an earthquake of 6.7 magnitude or greater in the next 30 years, while the Rodgers Creek / Hayward North fault, located just outside County boundaries, has more than 10 percent chance. The combined probability of a major earthquake occurring on one of the major faults passing through the County is 63 percent over the next thirty years (Association of Bay Area Governments, 2014).

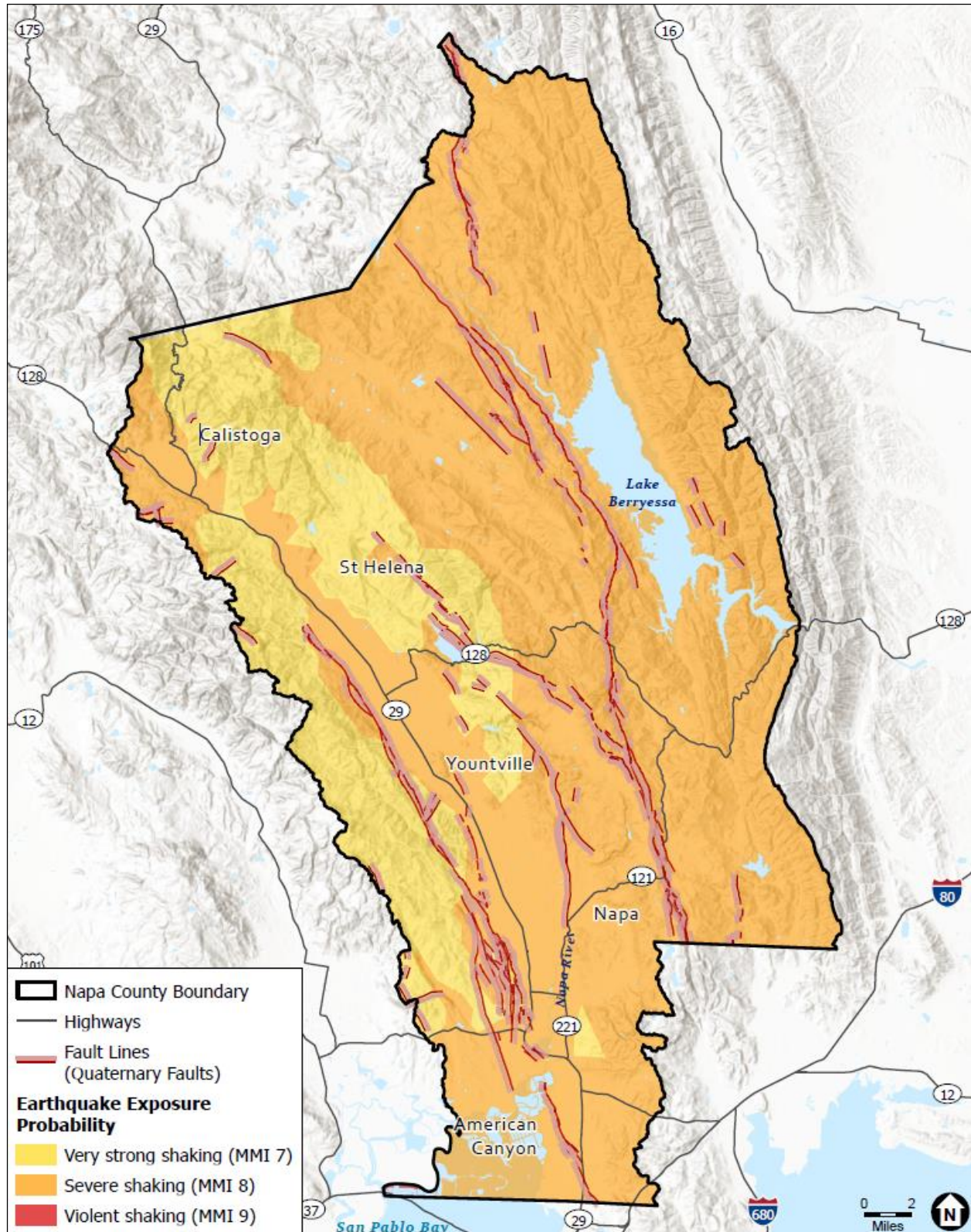


Figure 2.6-2. c Exposure Probability Map

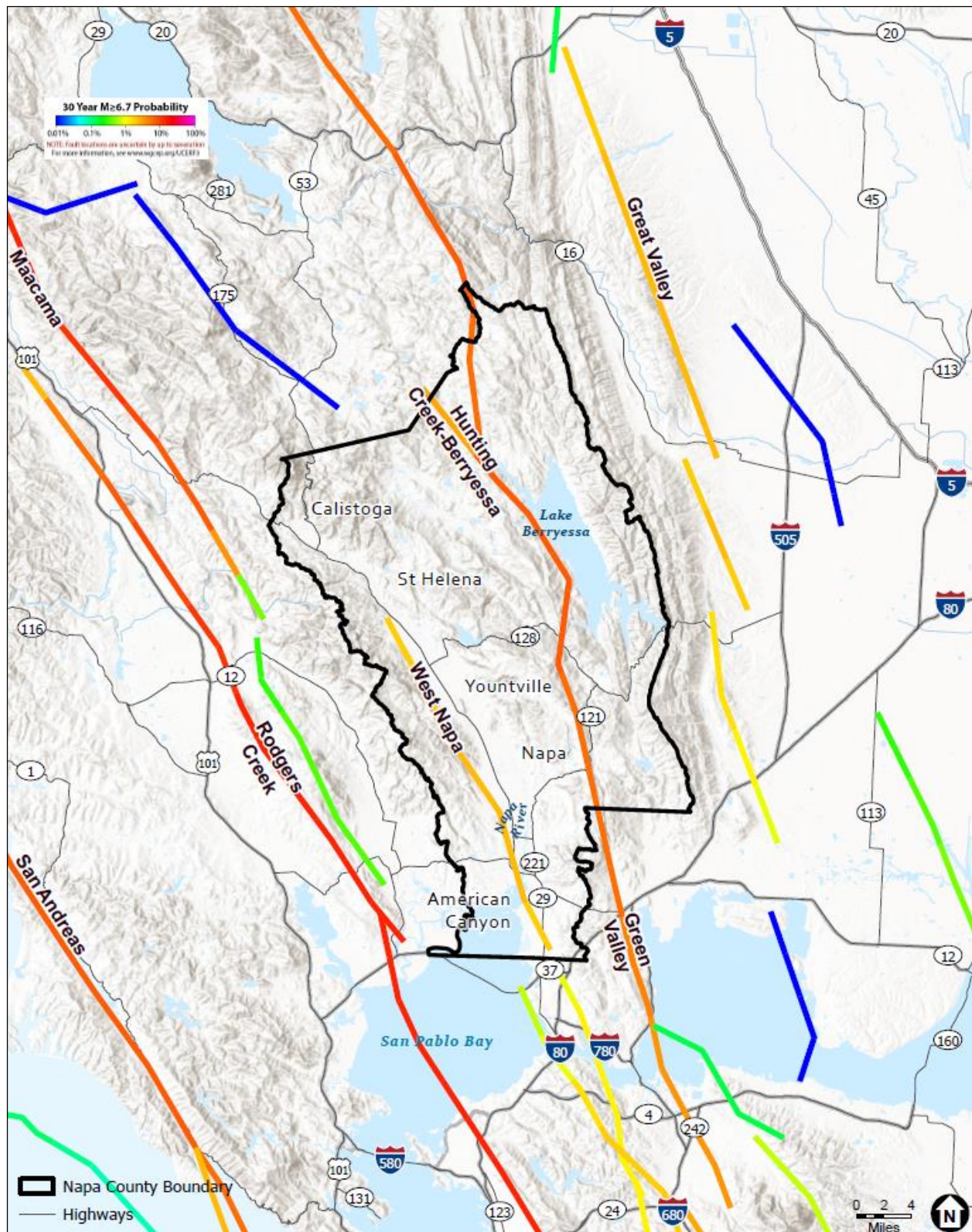


Figure 2.6-3. Fault Probability Map

Critical Facilities, Hazardous Material Fixed Facilities, Utilities and Infrastructure

All critical facilities in Napa County are exposed to earthquake hazards. Seismic risks, or losses, that are likely to result from exposure to seismic hazards include:

- Utility outages;
- Economic losses for repair and replacement of critical facilities, roads, buildings, etc.;
- Indirect economic losses such as income lost during downtime resulting from damaged public infrastructure; and
- Roads or railroads that are blocked or damaged preventing access throughout the area and isolating residents and emergency service providers needing to reach vulnerable populations or to make repairs.

Earthquakes can produce hazardous materials threats at very high levels. Depending on the build and construction of each hazardous materials facility, the earthquake-initiated hazardous material release potential will vary. Hazardous materials contained within masonry or concrete structures built before certain benchmark years (1996, 1992, 1990, and 1977) may be particularly vulnerable (County Building Department; Napa County Office of Emergency Services, 2020).

Linear utilities and transportation routes are vulnerable to rupture and damage during and after a significant earthquake event. The impact of a single failure can have affects across multiple systems and utility sectors, especially degrading infrastructure systems that could result in outages that last weeks to multiple months.

Water supply utilities and their availability to distribute water to support life and treating the sick and the injured after an earthquake event are of major concern to the County. There are three water reservoirs within the City of Napa that have all been recently retrograded and covered, and one reservoir in the City of St Helena that will likely provide ample potable water to meet demands.

Napa County's natural gas utility, Pacific Gas and Electric Company (PG&E), is responsible for designing, constructing, maintaining, and operating the natural gas system safely and efficiently. Gas customers and County residents are responsible for using gas safely on their property and within their buildings and other facilities. Customers meet this responsibility by maintaining their gas appliances in good working condition, assuring that only qualified individuals are able to modify or maintain their gas service and facility piping, and knowing what to do before and after earthquakes to maintain the safe operation of their natural gas service.

Telecommunication systems will be affected by system failure, overloads, loss of electrical power and possible failure of some alternate power systems. Immediately following an event, numerous failures will occur, compounded by system use overloads.

Severity

The severity of an earthquake in the County was analyzed using the magnitude 6.7 West Napa Fault earthquake scenario to show possible shake severity in the region and was modeled after the South Napa

Earthquake in 2014. The scenario showed that in the event of a 6.7 magnitude earthquake along the West Napa fault, the County would experience moderate to severe shaking, similar to that of the South Napa Earthquake in 2014. A 6.7 magnitude earthquake would be classified as a strong earthquake that would result in severe damage and would have an intensity of VIII (Severe). As shown in **Table 2.6-2**, above, an earthquake with VIII intensity is described as resulting in great damage to poorly built structures, considerable damage and partial collapse of well-built ordinary structures, and slight damage in specially designed structures.

In addition, severity of an earthquake event could be aggravated by collateral emergencies such as fires, hazardous material spills, utility disruptions, landslides, transportation emergencies, and the possible failure of the Napa County dams.

Secondary Hazards

Secondary hazards that could be created by earthquakes include soil liquefaction and tsunamis. Additionally, artificial induction may potentially trigger earthquakes and has been identified as a hazard of concern for the County. These hazards are defined below.

Soil Liquefaction

Soil liquefaction occurs when material that is ordinarily a solid behaves like a liquid. Soil liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other rapid loading. Soil liquefaction and related phenomena have been responsible for tremendous amounts of damage in historical earthquakes around the world. Saturated or partially-saturated soil substantially loses strength and stiffness in response to an applied stress such as shaking during an earthquake or other sudden change in stress condition. Soil liquefaction can cause severe damage to property, including damaging pipes, compromising building foundations, and bucking roads and airport runways.

Tsunamis

A tsunami is a series of traveling ocean waves of extremely long length that are generated by disturbances occurring below or near the ocean floor that are primarily associated with earthquakes. However, tsunamis can also be generated by submarine landslides, submarine volcanic eruptions, the collapse of volcanic edifices, and, in very rare instances, large meteorite impacts in the ocean. Tsunamis diffuse around land masses and typically affect beaches that are open to the ocean, bay mouths, tidal flats, and the shores of large coastal rivers. Tsunami are not symmetrical, as such, the waves may be much stronger in one direction than another, depending on the nature of the source and the surrounding geography. However, because tsunamis propagate outward from their source, coasts in the shadow of affected land masses are usually fairly safe.

Artificial Induction

Earthquakes are sometimes caused by human activities, including the injection of fluids into deep wells, pumping of ground water, the excavation of mines, and the filling of large reservoirs. In fluid injection, the slip is thought to be induced by premature release of elastic strain, as in the case of tectonic earthquakes, after fault surfaces are lubricated by the liquid.

Other hazards can also occur from earthquakes and are profiled in other parts of this Element, such as dam failure or wildfires, and are discussed in detail in Sections 2.3, *Dam Failure* and 2.11, *Wildfire Hazards* respectively.

County Capacity to Respond to Hazard

In any earthquake, the primary consideration is saving lives. Time and effort must also be given to providing for people's mental health by reuniting families, providing shelter to the displaced persons, and restoring basic needs and services. A major effort will be needed to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and temporary housing for affected citizens.

There is currently no reliable way to predict the day or month that an earthquake will occur at any given location. The County MJHMP states that there is research being done with warning systems that use the low energy waves that may anticipate major earthquakes. Seconds and minutes of advance warning can allow people and systems to take actions to protect life and property from destructive shaking. Even a few seconds of warning can enable protective actions such as:

- Public: Citizens, including schoolchildren, drop, cover, and hold on; turn off stoves, safely stop vehicles.
- Businesses: Personnel move to safe locations, automated systems ensure elevator doors open, production lines are shut down, sensitive equipment is placed in a safe mode.
- Medical services: Surgeons, dentists, and others stop delicate procedures.
- Emergency responders: Open firehouse doors, personnel prepare and prioritize response decisions.
- Power infrastructure: Protect power stations and grid facilities from strong shaking.

Napa County has had several participating jurisdictions identify issues and/or weaknesses through Planning Committees for their respective facilities as part of the mitigation identification process. The committees utilized the Risk Assessment Mapping Platform (RAMP) mapping tool and earthquake data. **RAMP** is a web based and interactive platform made specifically for mitigation planning. RAMP allows the user a robust discovery of risk, vulnerability, and exposure data developed especially for Napa County. The Planning Committee developed mitigation actions, as both planning activities and projects, to address problems that could originate from hazards identified in the County MJHMP. Mitigation actions were created by identifying hazard problem statements. These problem statements were based on the risk assessment and vulnerability analysis. The County has listed the identified Earthquake problem statements for all participating jurisdictions in Table 4-27 and 5-6 of the County MJHMP.

Policies, Plans, and Regulatory Environment

Alquist-Priolo Earthquake Fault Zoning Act and Seismic Hazards Mapping Act (1972)

The 1971 San Fernando Earthquake resulted in the destruction of numerous structures built across its path. This led to passage of the Alquist-Priolo Earthquake Fault Zoning Act in 1972. This Act prohibits the construction of buildings for human occupancy across active faults in the State of California. Similarly, extensive damage caused by ground failures during the 1989 Loma Prieta Earthquake focused

attention on decreasing the impacts of landslides and soil liquefaction. This led to the creation of the Seismic Hazards Mapping Act, which increases construction standards at locations where ground failures are probable during earthquakes.

2019 California Building Standards Code

Pursuant to Chapter 15.12, Building Code, of the Napa County Municipal Code, the 2019 California Building Code (CBC) has been adopted by Napa County. The 2019 California Code of Regulations (CCR) Title 24, Part 9 (CBC) is a compilation of building standards, including materials requirements, construction methods, and maintenance standards for earthquake protection and resiliency. The 2019 CBC standards are based on building standards that have been adopted by State agencies without change from a national model code; building standards based on a national model code that have been changed to address particular California conditions; and building standards authorized by the California legislature, not covered by the national model code. (CBSC, 2019)

Napa County General Plan

The 2008 Napa County's General Plan was updated to include goals and policies to mitigate the effects of earthquakes.

Napa County MJHMP

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses. The following mitigation actions are identified as County wide priority for implementation:

- **SH-06-2020:** Inform residents and tourists of shelter locations and evacuation routes and procedures for storing or taking valued items before large scale evacuations.
- **AC-05-2013:** Develop a public outreach program for mitigation of earthquake risk for residents of American Canyon proper.
- **AC-06-2020:** Retrofit critical facilities that are vulnerable to extreme and violent shaking.
- **CL-12-2020:** Retrofit critical facilities that are vulnerable to failure during extreme and violent shaking.
- **CL-13-2020:** Develop a public outreach program for mitigation of earthquake risk for residents of Calistoga proper.
- **NC-10-2013:** Earthquake month public education program. Develop a comprehensive public outreach program for earthquake risk reduction for Napa County Residents.
- **NC-51-2020:** Encourage privately owned critical facilities (e.g. churches, hotels, other gathering facilities) to evaluate the ability of the buildings to withstand earthquakes and to address any deficiencies identified.
- **NC-52-2020:** Retrofit / Harden County-owned critical facilities and buildings and their ability to withstand earthquakes.
- **NC-54-2020:** Adopt and enforce updated building codes to reduce earthquake damage to structures.
- **NCOE-02-2020:** Retrofit / Harden Main Office to withstand extreme and violent earthquakes.

- **NVC-02-2020:** Encourage communities and constituents to participate in the Great California ShakeOut. Continue staff EOC and emergency messaging training.
- **NVC-04-2020:** Design and construct new critical facilities to higher than the minimum seismic standards required by building codes, especially for facilities that may serve as emergency shelters or their public infrastructure.
- **NVC-05-2013:** Research geological soil makeup of lower tier of campus to determine if additional structural mitigation steps are necessary.
- **SH-14-2020:** Develop resource kits for mitigation of earthquake risk for residents of St. Helena proper. This includes targeted outreach and project development for adult care providers, private schools and other gathering facilities.
- **YV-06-2020:** Earthquake month public education program.

Seismic Retrofit Ordinances

Communities in the Napa County Operational Area have all adopted Seismic Retrofit ordinances to reinforce all historic buildings. During the last Building & Fire Code update, all jurisdictions in the county adopted a single Countywide Building & Fire Code to streamline permitting and enforcement.

Napa County Code Section 18.119.080

Along with the seismic retrofit ordinances, the Napa County Code includes requirements for telecommunications facilities to be constructed to withstand the forces of the “maximum credible earthquake.” Section 18.119.080.

Field Act

The Field Act was enacted on April 10, 1933, one month after the Long Beach Earthquake where many schools were destroyed or suffered major damage. Public school construction has been governed by the Field Act since 1933 and enforced by the Division of the State Architect (DSA). In any community, public schools constructed under the Field Act after 1978 are likely to be among the safest buildings in which to experience a major earthquake.

The Field Act requires:

- School building construction plans to be prepared by qualified California licensed structural engineers and architects;
- Designs and plans to be checked by the DSA for compliance with the Field Act before a contract for construction can be awarded;
- Qualified inspectors, independent of the contractors and hired by the school districts, to continuously inspect construction and verify full compliance with plans;
- The responsible architects and/or structural engineers to observe the construction periodically and prepare changes to plans, as needed, subject to approval by DSA;
- Architects, engineers, inspectors and contractors to file reports, under penalty of perjury, to verify compliance of the construction with the approved plans.

References

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- Dennis G. Tasa, Edward J. Tarbuck, Frederick K. Lutgens, n.d. *Essentials of Geology*, Chapter 9 Earthquakes & Interior.

2.7 Hazardous Materials

A **hazardous material** is defined in Title 22 of the California Code of Regulations (CCR) as a substance or combination of substances that may cause, or significantly contribute to, (1) an increase in mortality or an increase in serious illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed (CCR, Title 22, Section 66260.10). **Hazardous wastes** are the

byproducts of various processes. For purposes of this section, the term “hazardous materials” refers to both hazardous substances and hazardous wastes.



Napa Recycling and Waste Services Facilities. Courtesy of the Napa Recycling and Waste Services Website

In Napa County, hazardous materials include household hazardous waste, byproducts of industrial manufacturers and providers of diesel, gasoline, propane, lubricants, compressed natural gas, and pesticides commonly used on vineyards.

Understanding Hazardous Materials & Regulations

Hazardous materials can be found throughout any urban environment. Homeowners often store used batteries, car oil, pesticides, cleaners, and paint, all of which are potentially hazardous. However, the quantity, concentration, and types of these household products are often not high enough to pose a substantial risk to human health and safety or to the environment. Hazardous materials are more often associated with select commercial, industrial, and agricultural operations as they have potential to present harm to the health of humans and the environment through groundwater and/or soil contamination.

Hazardous materials are classified based on the form of hazard(s) they pose, namely flammable, combustible, poisonous, and/or radioactive. Since 1990, State law has required that hazardous waste be properly disposed of in approved hazardous waste treatment or disposal facilities. To accomplish this, treatment methods and facilities have been developed and approved to pre-treat hazardous waste before its final disposal.

Risk Assessment

Local Conditions

Releases, leaks, or disposal of chemical compounds within the County, such as **petroleum hydrocarbons**, on or below the ground surface, can lead to contamination of surface water and underlying soil and groundwater. Disturbance of a previously contaminated area through grading or excavation operations could expose the public to health hazards from physical contact with contaminated materials or hazardous vapors. Areas where historical or ongoing activities have

Petroleum hydrocarbons are a broad range of chemicals that comprise oil and products refined from oil, such as gasoline and diesel.

An **Underground Storage Tank** is defined by the EPA as a tank and any underground piping connected to the tank that has at least 10 percent of its combined volume underground.

resulted in known or suspected release of hazardous materials to soil and groundwater, and where current investigation and clean-up activities are located, are monitored by the California Department of Toxic Substances Control (DTSC), the California State Water Resources Control Board (SWRCB), or the U.S. Environmental Protection Agency (EPA). The hazardous facilities in unincorporated Napa County are identified below under the respective monitoring agency. Further information on each agency is provided within the Policies, Plans and Regulatory Environment Section below.

California State Water Resources Control Board (SWRCB)

The SWRCB oversees the statewide **Underground Storage Tank (UST)** Program, which is aimed at protecting public health and safety and the environment from releases of petroleum and other hazardous substances from tanks. There are 44 UST facilities in Napa County and of those, 43 are permitted.

GeoTracker is the State Water Resources Control Board's (SWRCB's) internet-accessible database system used by the SWRCB, regional boards, and local agencies to track and archive compliance data from authorized or unauthorized discharges of waste to land, or unauthorized releases of hazardous substances from USTs.

U.S. Environmental Protection Agency (EPA)

The U.S. EPA **Toxic Release Inventory (TRI)** is a database that tracks the management of certain toxic chemicals that may pose a threat to human health and the environment. Certain industrial facilities in the U.S. must report annually how much of each chemical is recycled, combusted for energy recovery, treated for destruction, and disposed of or otherwise released on- and off-site. The U.S. EPA TRI lists one site in the County that is Boral Stone Products, located at 350 Tower Road in American Canyon.

California Department of Toxic Substances Control (DTSC)

The DTSC maintains the **Envirostor Data Management System**, which provides information on hazardous waste facilities (both permitted and corrective action) as well as any available site cleanup information.

According to the DTSC, there are approximately 465 sites in the County. Of those 465, there are 63 sites that are actively being remediated, assessed, are pending review of an agency or are in a verification monitoring program. In addition, from the 465 listings, 383 sites have been closed and require no further action, 7 sites are inactive, and 2 sites are eligible for closure. The remaining 10 sites are groundwater cleanup and hazardous waste cleanup sites that are open, active, or certified operations and maintenance facilities.

Figure 2.7-1, Hazardous Materials Sites, identifies the approximate locations of all hazardous sites from the collective databases that are regulated and/or maintained by the U.S. EPA, DTSC, and the SWRCB, including toxic release sites, permitted underground storage tanks, hazardous waste facilities, hazardous waste cleanup sites, and groundwater cleanup sites.

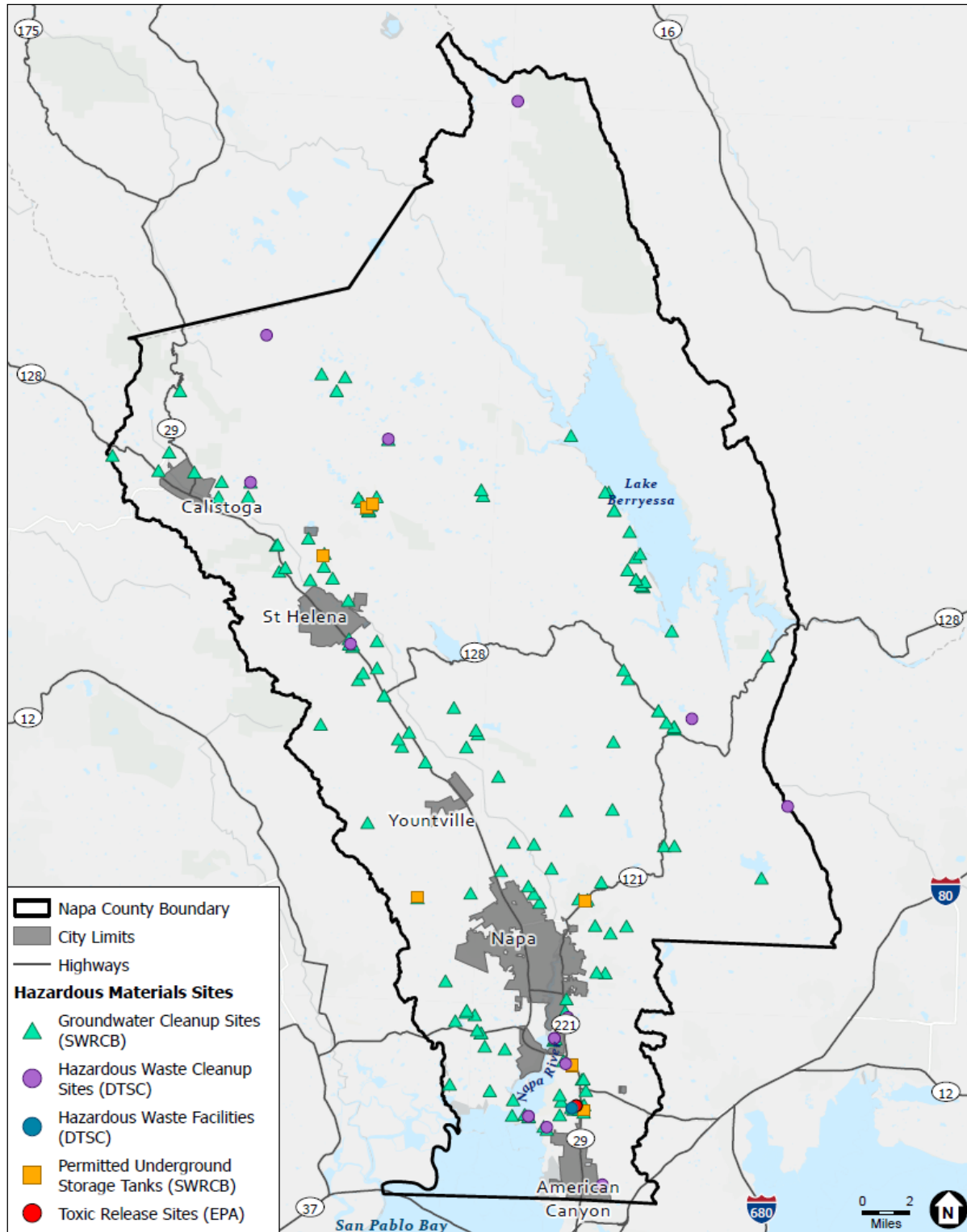


Figure 2.7-1
Hazardous Materials Sites

In addition, there are certain regulated substances, known as extremely hazardous substances, that require extensive emergency planning. The most common regulated extremely hazardous substance found in the County is anhydrous ammonia, which requires a Risk Management Plan (RMP). There are over 400 other chemicals that may require a RMP.

Policies, Plans, and Regulatory Environment

Given the amount of waste generators and hazard facilities in Napa County, there are a number of Federal, State, and local laws, policies, plans and programs that regulate hazardous materials. These laws and associated regulations include specific requirements for facilities that generate, use, store, treat, and/or dispose of hazardous materials. Relevant regulations and agencies are described below.

Federal

Environmental Protection Agency

The U.S. EPA is the agency primarily responsible for enforcement and implementation of federal laws and regulations pertaining to hazardous materials. The U.S. EPA works closely with other Federal agencies, State and local governments, and Indian tribes to develop and enforce regulations under existing environmental laws. U.S. EPA is responsible for researching and setting national standards for a variety of environmental programs and delegates to states and tribes responsibility for issuing permits, and monitoring and enforcing compliance. The U.S.EPA holds the TRI database as a resource for learning about toxic chemical releases and pollution prevention activities reported by industrial and federal facilities.

Other Federal Agencies

Other Federal agencies that regulate hazardous materials include the Occupational Safety and Health Administration (OSHA) and the Department of Transportation (DOT). The following Federal laws and guidelines govern hazardous materials:

- Federal Water Pollution Control
- Clean Air Act
- Occupational Safety and Health Act
- Federal Insecticide, Fungicide, and Rodenticide Act
- Comprehensive Environmental Response, Compensation, and Liability Act
- Guidelines for Carcinogens and Biohazards
- Superfund Amendments and Reauthorization Act Title III
- Resource Conservation and Recovery Act
- Safe Drinking Water Act
- Toxic Substances Control Act

Prior to August 1992, the U.S. EPA was the principal agency at the Federal level regulating the generation, transport and disposal of hazardous waste, under the authority of the Resource Conservation

and Recovery Act (RCRA). As of August 1, 1992, however, the EPA authorized transfer of authority to implement the State's hazardous waste management program to the California Department of Toxic Substance Control (DTSC). The Federal EPA continues to regulate hazardous substances under the Comprehensive Response Compensation and Liability Act (CERCLA). Under CERCLA, the U.S. EPA has authority to seek the parties responsible for releases of hazardous substances and ensure their cooperation in site remediation. CERCLA also provides federal funding (the "Superfund") for remediation.

State

California Environmental Protection Agency

The California Environmental Protection Agency (CalEPA) and the State Water Resources Control Board (SWRCB) establish rules governing the use of hazardous materials and the management of hazardous waste. Applicable State and local laws include the following:

- Public Safety/Fire Regulations/Building Codes
- Hazardous Waste Control Law
- Hazardous Substances Information and Training Act
- Air Toxics Hot Spots and Emissions Inventory Law
- Underground Storage of Hazardous Substances Act
- Porter-Cologne Water Quality Control Act

CalEPA protects Californians from hazardous waste and hazardous materials by ensuring local regulatory agencies consistently apply statewide standards when they issue permits, conduct inspections and engage in enforcement activities. This program is known as the Unified Program, which is a consolidation of multiple environmental and emergency management programs.

California Department of Toxic Substance Control

Within CalEPA, Department of Toxic Substances Control (DTSC) has primary regulatory responsibility, with delegation of enforcement to local jurisdictions that enter into agreements with the state agency, for the management of hazardous materials and the generation, transport and disposal of hazardous waste under the authority of the RCRA and the California Health and Safety Code. Senate Bill 1082 requires the establishment of a unified hazardous waste and hazardous materials management program. The result was the CalEPA Unified Program. The Unified Program consolidates, coordinates, and makes consistent the administrative requirements, permits, inspections, and enforcement activities of six environmental and emergency response programs. State agencies responsible for these programs set the standards, while local governments implement the standards. CalEPA oversees implementation of the program and agencies involved in the program are known as the Certified Unified Program Agency, or CUPA.

The Napa County Division of Environmental Health (DEH) is the CUPA for pollution prevention in all cities, towns, and areas of Napa County and is discussed in detail under the Local section, below.

State Water Resources Control Board (SWRCB)

The SWRCB and nine regional water quality control boards (RWQCBs) are responsible for ensuring implementation and compliance with the provisions of the federal Clean Water Act and the Porter-Cologne Act of 1969. The Porter-Cologne Act is California's statutory authority for the protection of water quality. Along with the SWRCB and RWQCBs, water quality protection is the responsibility of numerous water supply and wastewater management agencies, as well as city and county governments, and requires the coordinated efforts of these various entities. Individual RWQCBs are responsible for identifying, monitoring, and cleaning up leaking underground storage tanks (LUSTs). LUSTs are an important threat to groundwater and pose a potential threat to human health, safety, and the environment. The San Francisco RWQCB's UST cleanup unit provides technical and regulatory oversight for the investigation and cleanup of sites with leaks from USTs.

Aboveground Petroleum Act (APSA)

The APSA went into effect on August 16, 1989. The APSA regulates facilities with aggregate aboveground petroleum storage capacities of 1,320 gallons or more, which include aboveground storage containers or tanks with petroleum storage capacities of 55 gallons or greater. These facilities typically include large petroleum tank facilities, aboveground fuel tank stations and vehicle repair shops with aboveground petroleum storage tanks. The Act does not regulate non-petroleum products. Facilities with total petroleum storage quantities at or above 10,000 gallons are inspected at least once every three years by a CUPA.

Local

Napa County Area Plan

In 1986 and pursuant to California Health and Safety Code Chapter 6.95, Section 25503, the Area Plan program was established as a planning tool for local government agencies to respond to and minimize the impacts from a release or threatened release of a hazardous material. It requires creating an Area Plan which:

- Identifies the hazardous materials which pose a threat to the community
- Develops procedures and protocols for emergency response
- Provides for notification and coordination of emergency response personnel
- Provides for public safety including notification and evacuation
- Establishes training for emergency response personnel
- Identifies emergency response supplies and equipment
- Provides for the critique and follow-up after a major incident

Napa County General Plan

The 2008 Napa County General Plan includes goals and policies to mitigate potential safety issues from hazardous materials.

County CUPA Unified Programs

Pursuant to Senate Bill 1082 (1993), the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program (Unified Program) consolidates, coordinates, and makes consistent hazardous materials and hazardous waste program elements. A CUPA is a county, city, or joint powers agency approved and designated by CalEPA to implement the Unified Program. The Napa County DEH is the CUPA for pollution prevention in all cities, towns and areas of Napa County.

County Capacity to Respond to Hazard

The County currently has programs under the Napa County DEH to address hazardous materials, including: Hazardous Materials Business Plan, Hazardous Waste, Aboveground Petroleum Storage, Underground Storage Tank and California Accidental Release Programs (Napa County CUPA, 2021). Program requirements include container labeling, management and proper disposal to hazardous waste facility, and inventory statements from businesses that handle large quantities of hazardous materials/hazardous waste.

As the CUPA, the Napa County DEH administers the following Unified Programs:

Hazardous Waste Generator

Hazardous waste is subject to storage time limits, container labeling and management, and disposal requirements. As previously mentioned, there are approximately 460 facilities permitted as hazardous waste generators in Napa County. They are inspected triennially.

Underground Storage Tank (UST)

All USTs are subject to monitoring for leakage and are inspected annually by DEH to verify compliance with state laws, regulations, and permit conditions. All new tank installations, modifications/repairs, and removals/closures are permitted by DEH. As indicated above, there are 44 UST facilities in Napa County and of those, 43 are permitted.

Hazardous Materials Business Plan/Hazardous Materials Inventory Statement

DEH conducts regulatory oversight (review of plans and inspections) of all businesses including farms, federal agencies, state agencies, and local agencies that handle quantities of hazardous materials/hazardous waste greater than or equal to 55 gallons of liquid, 500 pounds of solids, and 200 cubic feet of a compressed gas at any time. There are an estimated 1,250 facilities throughout the County that are subject to the regulatory requirements of this program that are inspected once every three years (triennially). There are 9 facilities throughout Napa County that are subject to the regulatory requirements of this program that are inspected triennially.

Stormwater Management & Control

DEH inspects two type of facilities that are already permitted for a Unified Program: Facilities that are required, per their Standard Industrial Classification (SIC) code, to prepare a Stormwater Management Plan and those facilities that may otherwise pose a threat to stormwater. There are approximately 500 facilities that are inspected triennially.

Abandoned Vehicle Abatement

DEH responds to complaints within the unincorporated County regarding vehicles that are considered abandoned, which means a vehicle or parts thereof that is left on a highway, public property, or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interest in it may be reasonably concluded. In reaching a reasonable conclusion, factors to consider include the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses.

Remediation Oversight of Contaminated Properties

If contamination is discovered at a property, DEH may issue an order requiring corrective action whenever it determines that there is or has been a release, as defined in the California Health and Safety Code, Chapter 6.8 (commencing with Section 25300), of hazardous waste or constituents into the environment. All remedial activities will be conducted with oversight pursuant to Chapter 6.8.

Technical Reference for Emergency Response

DEH coordinates with emergency response agencies to aid in the identification of chemicals released into the environment during an incident and to ensure their proper remediation.

Napa Risk Management Plan

Risk management plans are required to be prepared upon identification of a regulated substance (highly hazardous material). A risk management plan describes what the hazardous material is, when it was identified, as well as the mitigation and monitoring systems in place. Pursuant to the California Accidental Release Prevention Program, the County requires businesses that meet threshold quantities specified by U.S. EPA that are subject to both state and federal RMP requirements to provide their RMP to both the local CUPA and the U.S. EPA on the date on which the regulated substance is first present. Every three years the owner must certify compliance of their processes and practices and every five years the owner must update their RMP and reevaluate that their process hazard analysis remains current.

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2.8 Pandemic Disease

The U.S. Center for Disease Control defines an **outbreak** as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An **epidemic** is a localized outbreak that spreads rapidly and affects many people or animals in a community. A **pandemic** is an epidemic that occurs worldwide or over a very large area and affects a large number of people or animals.



Understanding Disease

The following are the most common types of pandemic diseases in the Napa County planning area (Napa County Office of Emergency Services, 2020):

- **Influenza**

Influenza (Flu) is a contagious respiratory illness caused by influenza viruses that infect the nose, throat, and sometimes the lungs. Symptoms include fever, cough, sore throat, runny or stuffy nose, muscle or body aches, and fatigue. According to Tokars et al, on average, about 8% of the U.S. population gets sick from flu each season, with a range of between 3% and 11%, depending on the season.

- **West Nile Virus**

West Nile virus (WNV) is a mosquito-borne disease that is common in Africa, west Asia, the Middle East, and more recently, North America. Human infection with WNV may result in serious illness.

- **Hepatitis C**

Hepatitis C is a liver infection caused by the hepatitis C virus (HCV). Hepatitis C is spread through contact with blood from an infected person. Today, most people become infected with the hepatitis C virus by sharing needles or other equipment used to prepare and inject drugs. For some people, hepatitis C is a short-term illness, but for more than half of people who become infected with the hepatitis C virus, it becomes a long-term, chronic infection. Chronic hepatitis C can result in serious, even life-threatening health problems like cirrhosis and liver cancer. While there is no vaccine for Hepatitis C, the best way to prevent transmission of this virus is by avoiding behaviors that can spread the disease, especially injecting drugs.

- **Lyme Disease**

Lyme disease is an infectious disease caused by a bacterium known as a spirochete. People get Lyme disease when a tick infected with the Lyme disease bacterium attaches and feeds on them. Lyme disease has been reported from many areas of the country, including California.

- **Rocky Mountain Spotted Fever (RMSF)**

Like Lyme Disease, Rocky Mountain spotted fever (RMSF) is a bacterial disease spread through the bite of an infected tick, and is one of the diseases identified by the California Department of Public Health as present within Napa County. RMSF can be deadly if not treated early with the right antibiotic.

- **Measles (Rubeola)**

Also called rubeola, measles is a childhood infection caused by a virus. Measles is especially prominent in small children. As the result of vaccination, measles was declared eliminated (absence of continuous disease transmission for greater than 12 months) from the United States in 2000. Since 2010, there have been approximately 3,309 reported cases of Measles in the United States, six (6) of which have occurred in 2021. In a given year, more cases of measles cases can occur if there is an increase in the number of travelers who get measles abroad and bring it into the U.S. Furthermore, although a vaccine has been developed, further spread of measles cases occur in U.S. communities, especially within pockets of unvaccinated people.

- **Rabies**

Rabies is a fatal but preventable viral disease that infects the central nervous system. It can spread to people and pets if they are bitten or scratched by a rabid animal. In the United States, rabies is mostly found in wild animals like bats, raccoons, skunks, and foxes. However, in many other countries dogs still carry rabies, and most rabies deaths in people around the world are caused by dog bites.

Rabies can be prevented by vaccinating pets, staying away from wildlife, and seeking medical care after potential exposures before symptoms start.

- **Covid 19**

COVID-19 is a dangerous disease caused by a virus discovered in December 2019 in Wuhan, China. It is very contagious and has quickly spread around the world. COVID-19 most often causes respiratory symptoms that can feel much like a cold, a flu, or pneumonia, but COVID-19 can also harm other parts of the body. On February 11, 2020, the World Health Organization announced an official name for the disease: coronavirus disease 2019, abbreviated COVID-19. ‘CO’ stands for ‘corona,’ ‘VI’ for ‘virus,’ and ‘D’ for disease. The virus that causes COVID-19, SARS-CoV-2, is a coronavirus.

Over 380 million doses of the COVID-19 vaccine have been given in the United States from December 14, 2020, through September 13, 2021, and have been scientifically proven to be safe and effective. COVID-19 vaccines were evaluated in tens of thousands of participants in clinical trials and have met the Food and Drug Administration’s (FDA) rigorous scientific standards for safety, effectiveness, and manufacturing quality needed to support approval or authorization of a vaccine.

- **H1N1 Flu**

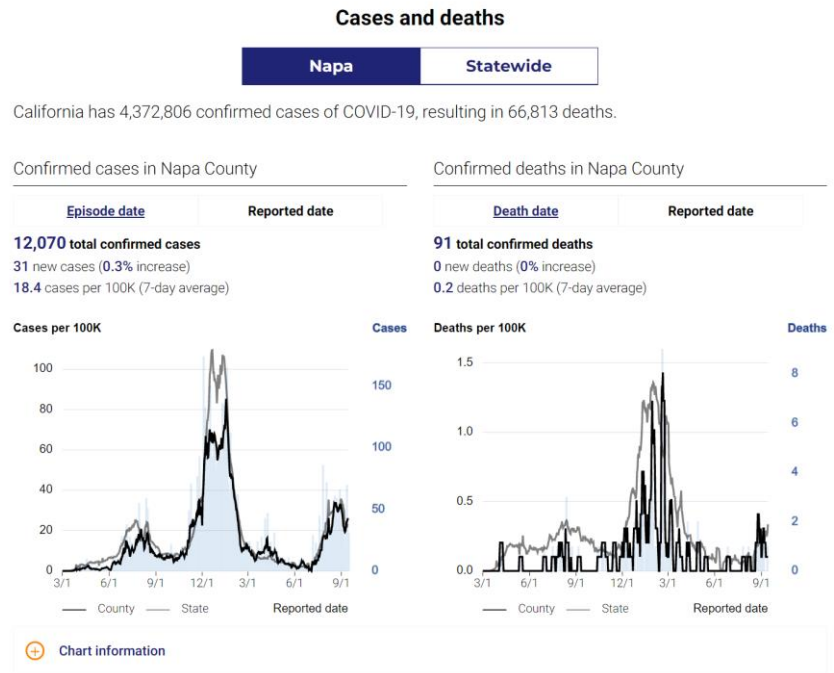
H1N1 emerged in the Spring of 2009 and spread quickly across the globe. H1N1 was subsequently designated a pandemic shortly thereafter. While similar to the common flu, the H1N1 virus contains a unique combination of influenza genes not previously identified in animals or people. It is estimated that 0.001 percent to 0.007 percent of the world’s population died of respiratory complications associated with (H1N1)pdm09 virus infection during the first 12 months the virus circulated (CDC, 2019). On August 10, 2010, WHO declared an end to the global 2009 H1N1 influenza pandemic. However, the H1N1 virus continues to circulate as a seasonal flu virus, and causes illness, hospitalization, and deaths worldwide every year.

Risk Assessment

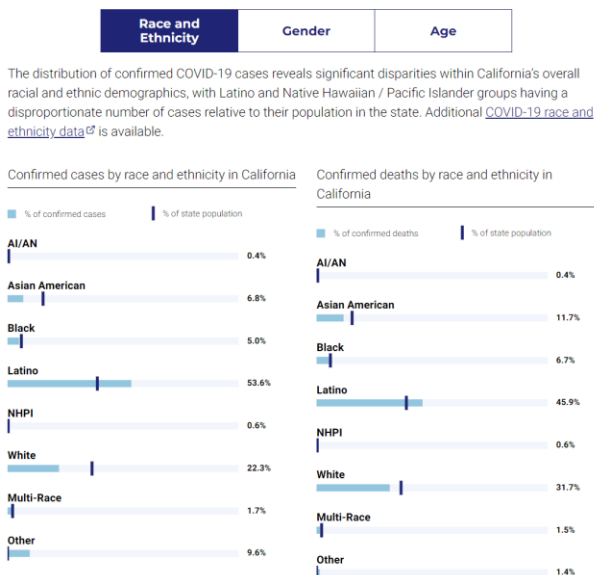
Recent Events

As mentioned above, there are several major diseases that have been found to be present in Napa County, including Lyme Disease, Rocky Mountain Spotted Fever, Influenza, H1N1 flu, and COVID-19 (California Department of Public Health; Napa County Mosquito Abatement District; Association of Bay Area Governments).

In March of 2020, all Bay Area counties, including Napa County, declared a regional shelter in place order to limit the spread of COVID-19. Although the State of California has lifted these restrictions as of June 15th 2020, the COVID-19 pandemic is still present. As of September 17th 2021, there is a daily average of 8,153 new coronavirus cases (California For All, 2021). According to the California Department of Public Health's State Dashboard, in Napa County, there have been 12,070 total confirmed cases of COVID-19 and 91 total confirmed deaths as of October, 2021 (California Department of Public Health, 2021).



Cases and deaths by ethnicity, gender, and age



COVID-19 data has shown significant risk and health disparities within several communities in California, most notably in the Latinx, Native Hawaiian / Pacific Islanders, and African American communities. . As a whole in the State of California, Latino people account for 53.6% of confirmed cases, while making up 38.9% of California's population. This effectively translates to 1 of 2 Latinx people infected with COVID-19, while the White population has accounted for 22.3% of confirmed cases of COVID-19, while making up 22.3% of California's population.

Pandemic and Disease Vulnerability Analysis

According to the MJHMP vulnerability assessment, none of the health hazards addressed are considered to have a measurable impact on the built environment in the planning area. However, the entire planning area, including all citizens in Napa County, are susceptible to human health hazards discussed in this profile. Unlike other hazards discussed in this analysis, pandemic and disease are difficult to map due to the way in which viruses and diseases are transported.

Vulnerable Development, Critical Facilities, and Infrastructure

None of the health hazards addressed in this profile are considered to have any measurable impact on critical facilities in the planning area. However, healthcare facilities (and veterinary clinics) are prepared for pandemic disease hazards. These facilities in Napa County are illustrated in **Figure 2.8-1**. Emergency management planning incorporates all disciplines responding to an event, (fire agencies, law enforcement, first responder ground and air ambulance agencies, public health, mental and spiritual health). Planning includes identifying shelters, alternate treatment facilities, isolation capacity, and methods to immediately expand physical and human resources.

County Capacity to Respond to Hazards

The economic impact of a human health hazard could be localized to a single population or could be significant, depending on the number of cases and available resources to care for those affected. The Napa County Department of Health and Human Services Public Health Division is the primary agency charged with increasing capacity to respond to pandemics and diseases in Napa County. The County has several programs in place that work to combat the effects of these diseases including, but not limited to:

- Alcohol and Drug Services
- Child Abuse and Neglect Reporting
- Mental Health Services
- Immunization Clinics
- Health Equity
- Public Health Communication

As illustrated by these programs and activities, Napa County is consistently working to increase capacity to respond to current and future pandemics and diseases. Specific agencies that aim to increase adaptive capacity to flood hazards are detailed below.

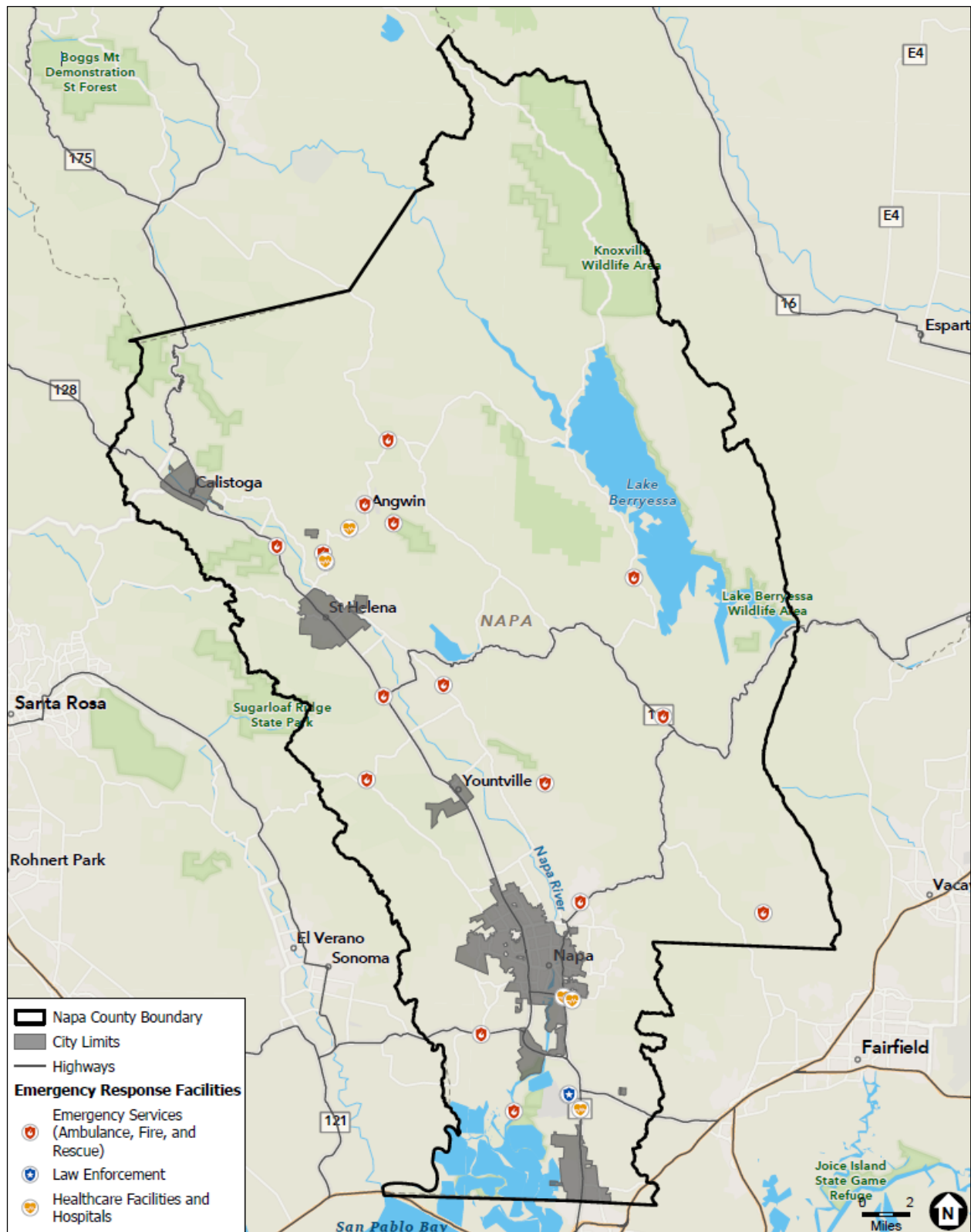


Figure 2.8-1. Napa County Emergency Response Facilities Map 2000 – 2020

The COVID-19 Pandemic

On June 15, Napa County aligned with California Department of Public Health (CDPH) and the State of California to fully reopen, removing capacity and distancing restrictions for most businesses and activities. However, Napa County and other agencies across the San Francisco Bay Area continues to track a series of health indicators to monitor the impact of COVID-19 in our community. Making this data publicly accessible will ultimately work to assist the decision-making process and help to maintain community safety and a strong, functioning economy.

Table 2.8-1 shows the 7 Day Average of Hospitalized COVID-19 patients at two hospitals serving Napa County residents (The Californian, 2021)

TABLE 2.8-1. 7 DAY AVERAGE OF HOSPITALIZED COVID-19 PATIENTS- NAPA COUNTY

Hospital	All Hospital Beds	7 Day Average of Hospitalized COVID-19 Patients
Queen of the Valley Medical Center	155.0	8.6
Adventist Health St Helena	53.9	4.9

Plans, Policies, Programs, and Regulatory Environment

In the United States, there are several regulatory agencies that drive public health policy. These agencies are present at all levels of government and are described below:

U.S. Department of Health and Human Services (DHS)

The U.S. Department of Health and Human Services has statutory responsibility for preventing the introduction, transmission, and spread of communicable diseases in the United States.

California Department of Public Health (CDPH)

The essential functions of the Department are critical to the health and wellbeing of people and communities. CDPH's fundamental responsibilities are comprehensive in scope and include infectious disease control and prevention, food safety, environmental health, laboratory services, patient safety, emergency preparedness, chronic disease prevention and health promotion, family health, health equity and vital records and statistics.

CDPH's key activities and services include protecting people in California from the threat of preventable infectious diseases like Zika virus, HIV/AIDS, tuberculosis and viral hepatitis, and providing reliable and accurate public health laboratory services and information about health threats.

The State of California Beyond the Blueprint

The California Department of Public Health developed this action plan to facilitate the reopening of the economy and state in response to the COVID-19 pandemic. This document identifies the general public health requirements and recommendations that different businesses and economic sectors must follow given the ongoing impacts of the COVID-19 pandemic.

Napa County Mosquito Abatement District (NCMAD)

Napa County Mosquito Abatement District (NCMAD) has been controlling mosquito populations for the citizens of Napa County since 1925. The Board of Trustees comprises representatives from each incorporated City and the County and governs the District. There are currently eight employees who are responsible for controlling mosquitoes throughout the County.

NCMAD works closely with other public agencies, park districts, and wineries to provide an effective and environmentally-sound mosquito control program. The District also works with planning agencies to minimize mosquito production in wetland restoration and enhancement projects.

Napa County Department of Health and Human Services – Public Health Division

The Napa County Public Health Division serves the people of Napa County by serving the Napa County community and supporting its health and well-being. The Public Health Division works towards its mission by administering localized public health programs related to maternal child and adolescent health, communicable diseases, chronic disease, health equity, and more.

Napa County Multi Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses from pandemics and diseases.

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2.9 Severe Weather

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. Severe weather includes thunderstorms, powerful winds, heavy rains, hail, heat waves, tornadoes, dust storms, winter weather and freeze events (i.e., snowstorms and ice storms).

Severe weather events can be categorized into two groups: general severe weather, which form over wide geographic areas; and localized severe weather, which occur in a limited geographic area. It is important to note that severe weather is not the same as extreme weather, which refers to unusual weather events at the extremes of the historical distribution for a given area.



The Napa County MJHMP Planning Committee identified four types of severe weather events that most typically impact Napa County (Napa County Office of Emergency Services, 2020).

- high wind
- snowstorms/ice storms/freeze events
- hail
- high heat/heat waves
- Heavy rainfall

Risk Assessment

Local Conditions

Each of the five severe weather events listed above are described in detail below (Napa County Office of Emergency Services, 2020):

High Wind

Damaging winds are classified as those exceeding 60 mph and account for half of all severe weather reports in the contiguous United States.

Figure 2.9-1 below illustrates average wind speeds that occur in Napa County. The highest wind speeds in Napa County can be experienced along the Highway 29 corridor, north of the City of Calistoga. According to WeatherSpark, high winds in Napa County most often occur from the west for 8.4 months from February to November and from the north for 3.6 months, from November to February.

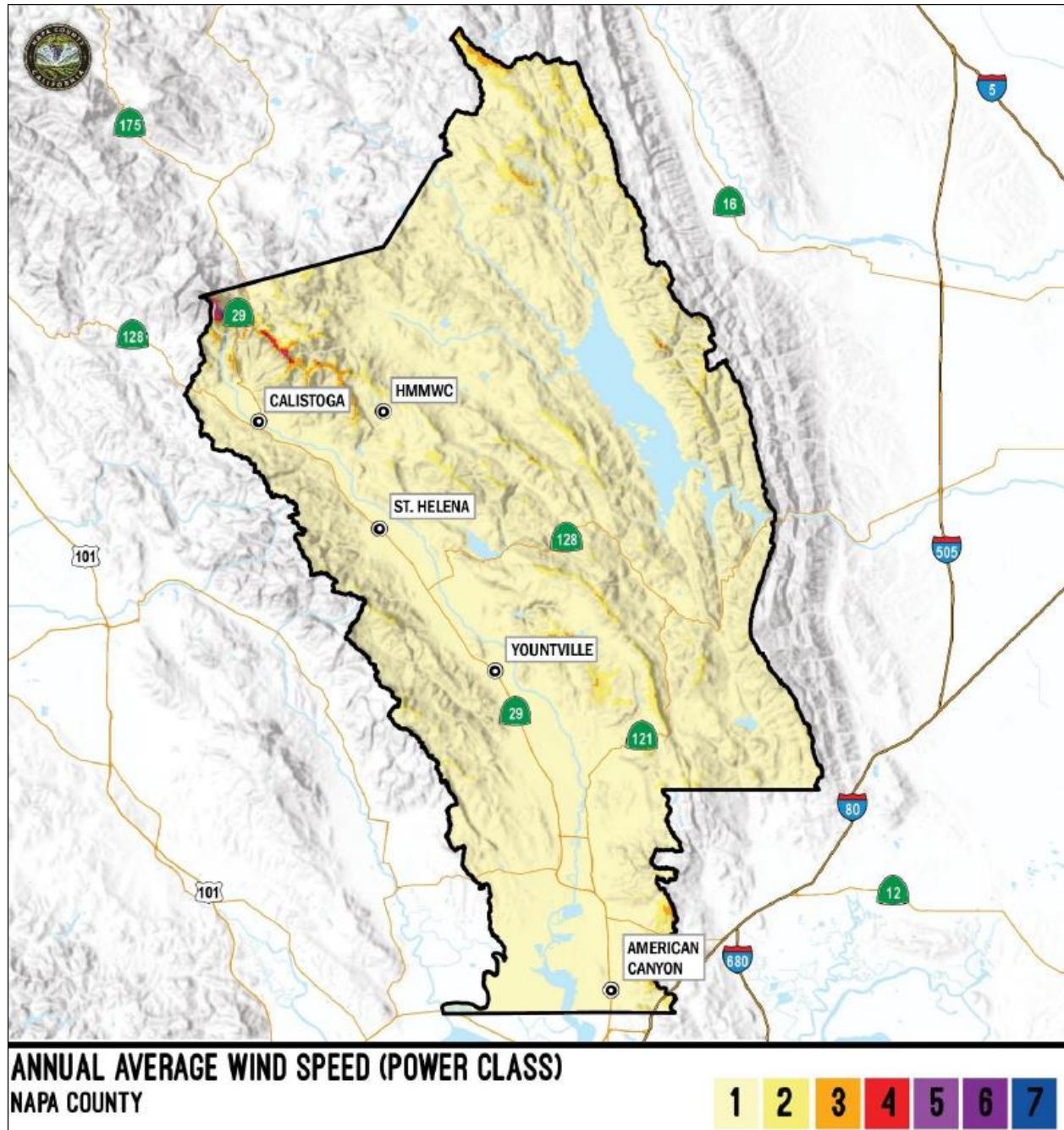


Figure 2.9-1. Annual Average Wind Speed

MJHMP FIGURE 4-41 NAPA COUNTY ANNUAL AVERAGE WIND SPEED

High Heat / Heat Waves

Heat waves are periods of abnormally hot weather lasting days to weeks. According to information provided by FEMA, extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks.

Figures 2.9-2 and 2.9-3 below illustrate average minimum and maximum temperature patterns that have occurred in Napa County over the course of a 30-year period. The maximum temperature that has occurred in this period exceeds 95 degrees, while the minimum temperature is below 30 degrees. Recent climate research indicates that extended periods of volatile weather could become more common in the future. According to the MJHMP, historic heat events have occurred within the summer months from May to September.

Lastly, both winter weather and heat waves pose significant public health risks to humans.

Winter Weather / Freeze Events

Winter weather in Napa County usually consists of heavy rains from November to April and occasional frost events. Late or early freeze events can have a devastating effect on agriculture and the economy of the region. Freeze events are becoming less exceptional as extreme weather conditions become more common due to climate change and weather patterns become more volatile.

Although not listed in the MJHMP as one of the frequent severe weather events that occur in Napa County, many of the severe weather events that have occurred since the year 2000 are related to heavy rain. Heavy rain events since the year 2000 have caused a total of \$105,000 worth of property damage in Napa County (Napa County Office of Emergency Services, 2020).

Hail

Hail occurs when updrafts in thunderstorms carry raindrops upward into extremely cold areas of the atmosphere where they freeze into ice.

Increased Rainfall

Although not listed in the MJHMP as one of the frequent severe weather events that occur in Napa County, many of the severe weather events that have occurred since the year 2000 are related to heavy rain. **Figure 2.9-4** illustrates the County's average annual precipitation in inches. Heavy rain events since the year 2000 have caused a total of \$105,000 worth of property damage in Napa County (Napa County Office of Emergency Services, 2020).

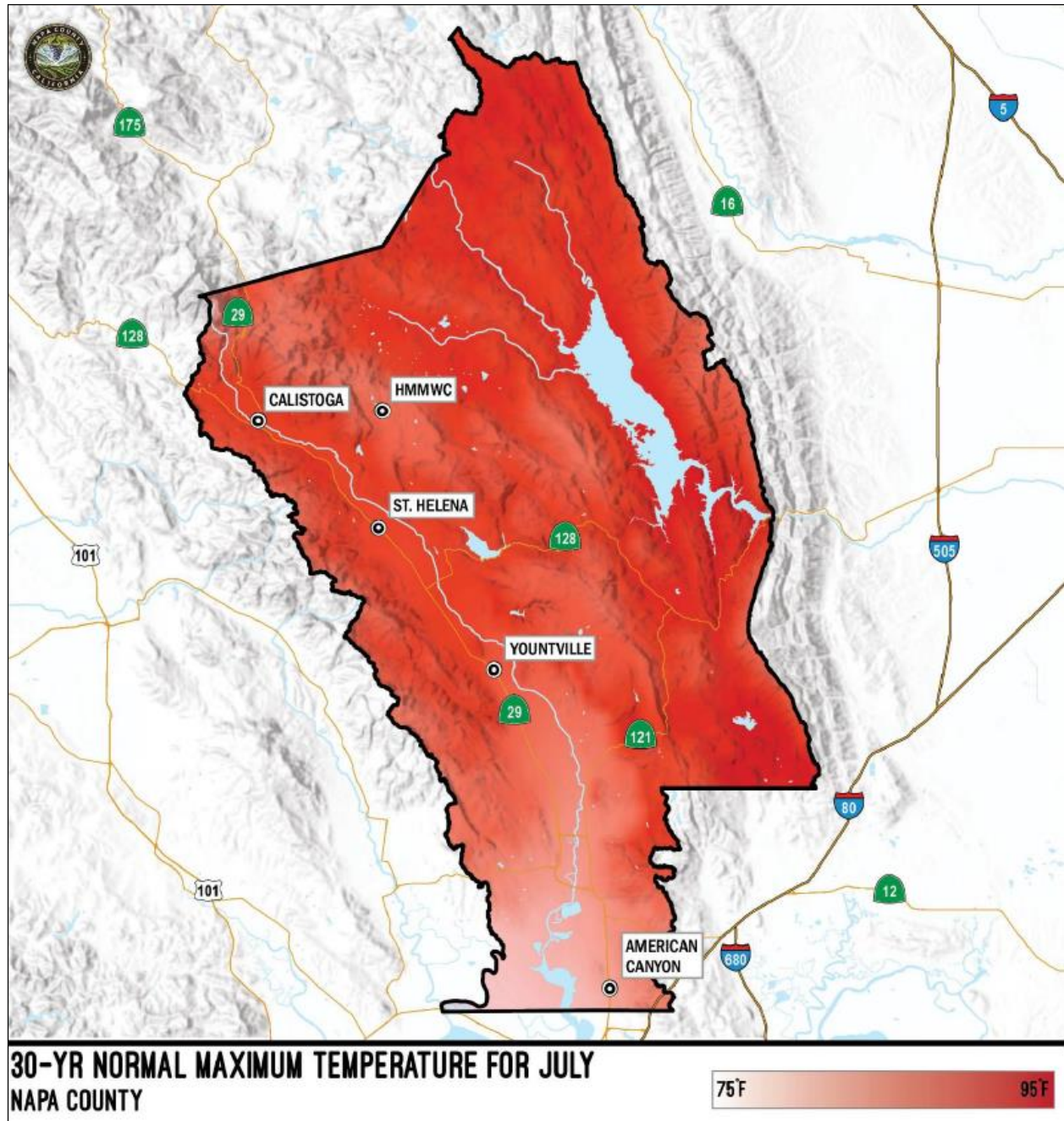


Figure 2.9-2. 30-Yr Maximum Normal Temperature for July

MJHMP FIGURE 4-39 AVERAGE ANNUAL PRECIPITATION (1981 – 2010)

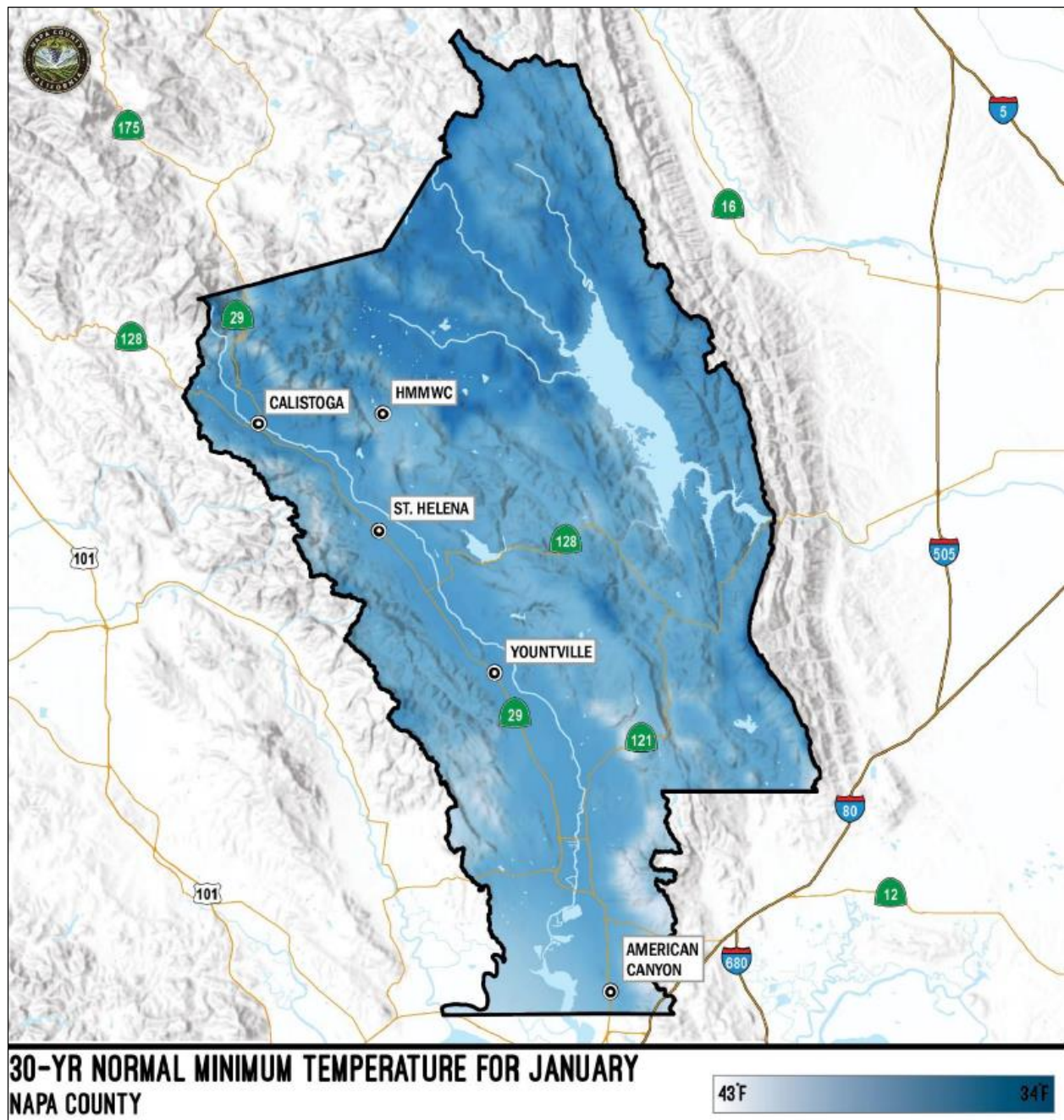


Figure 2.9-3. 30-Yr Minimum Temperature for January

MJHMP FIGURE 4-40 30-YR NORMAL MINIMUM TEMPERATURE FOR JANUARY (1981 – 2010)

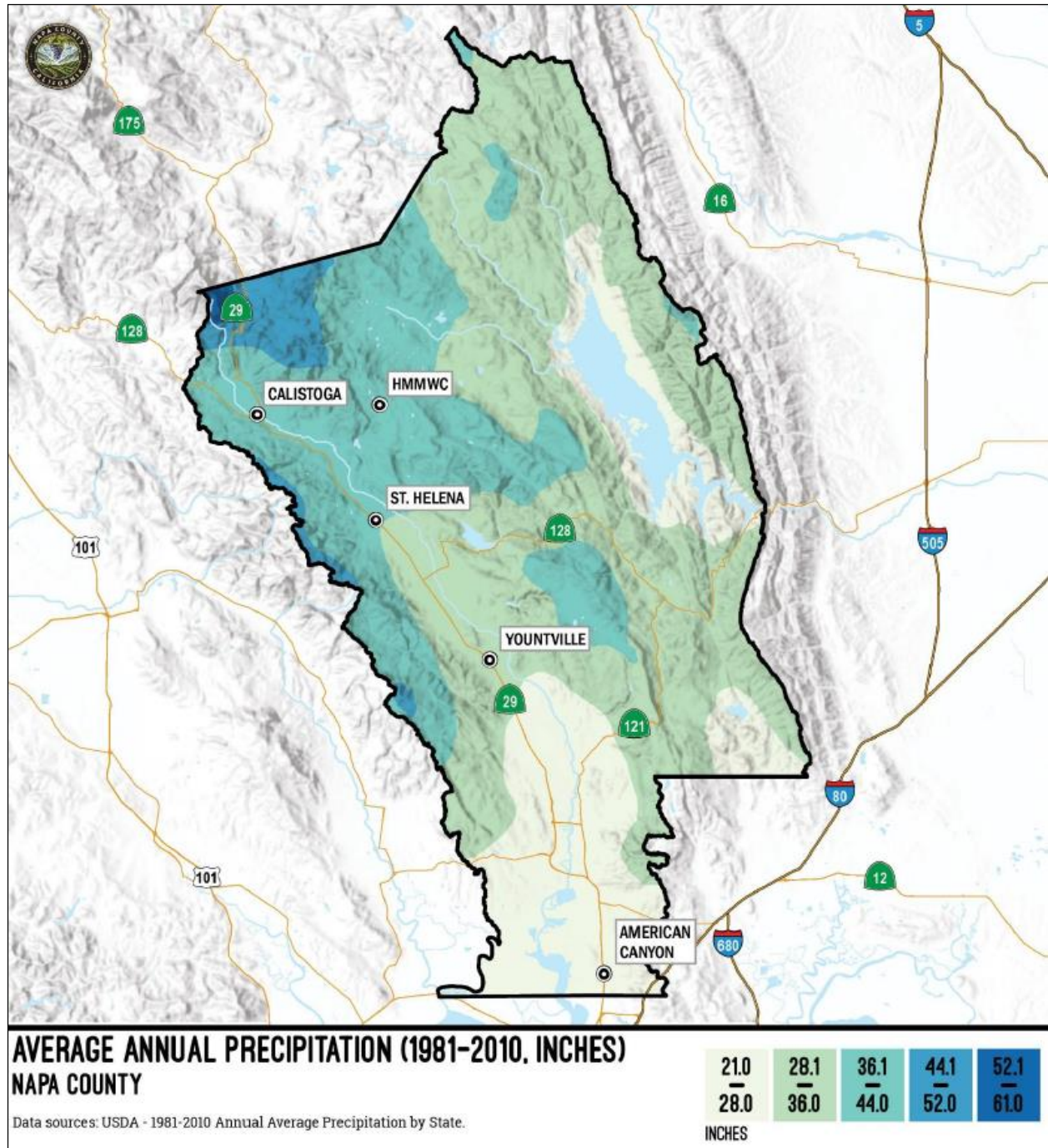


Figure 2.9-4. Napa County Annual Average Precipitation (1981 – 2010)

MJHMP FIGURE 4-38 AVERAGE ANNUAL PRECIPITATION (1981 – 2010)

Severe Weather Vulnerability Analysis

Population

All people, property, and environments in the Napa County planning area would be exposed to some degree to the impacts of severe weather events. Populations living at higher elevations with large trees and surrounding power lines may be more susceptible to wind damage and black out, while populations in low-lying areas are at risk for possible flooding from increased rainfall.

Vulnerable populations such as the elderly, low income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents living in areas that are isolated from major roads have the potential to suffer to a greater extent during severe weather events.

Vulnerable Development, Critical Facilities, and Infrastructure

As mentioned above, all property is vulnerable during severe weather events, but properties in poor condition or in particularly vulnerable locations may risk the most damage. Those in higher elevations and on ridges may be more prone to wind damage. Those that are located under or near overhead lines or near large trees may be vulnerable to falling ice or may be damaged in the event of a collapse. Crops may be damaged by frost, especially in February when the first stages of vine growth are occurring, and plants are more susceptible to damage.

Loss of roads, power, and communication lines are the primary failures resulting from severe weather, including damage caused to infrastructure by high winds, snowstorms, and freeze events.

County Capacity to Respond to Hazards

Like with many hazards that have the potential to occur with little warning time, Napa County Emergency Services Department uses the Integrated Public Alert and Warning System (IPAWS) to provide the public with life-saving information quickly. IPAWS notifications can be sent directly to mobile phones and broadcasted via radio or television.

As severe weather events consist of a suite of weather types that have the ability to affect the Napa County community as a whole, the ability to withstand these impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The most common problems associated with severe storms are immobility and loss of utilities.

Plans, Policies, Programs, and Regulatory Environment

The Napa County MJHMP acknowledges that there are very few formal regulations that pertain directly to severe weather events. However, the **International Building Code**, adopted by several jurisdictions in Napa County, is generally adequate to properly address development impacts from severe weather events through specific building code standards.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to severe weather events, as a whole.

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2.10 Slope Failure

In Napa County, slope failure hazards are a considerable threat to everyday services, including emergency response capabilities and transportation facilities. **Slope stability** refers to the landslide susceptibility of slopes composed of natural rock, soils, artificial fill, or combinations thereof.

Slope failure refers to debris flow, landslides, mudflow, and rockfall, which collectively may cause damage across the County. These hazards rarely present a threat to human life, but most often result in a disruption of everyday services such as emergency response capabilities. Landslides can block transportation routes, dam creeks and drainages, and contaminate water supplies. When these hazards affect transportation routes, they are frequently expensive to clean-up and can have significant economic impacts to the County.



Landslide and Debris Flow. Courtesy of Napa County

The County has identified three types of slope failure: landslides, debris flow, and rockfall as hazardous concerns, which are described in detail below.

Landslide

Landslides are masses of rock, earth, or debris that move down a slope. Landslides move along surfaces of separation by falling, sliding, and flowing, giving rise to many characteristic features. The features range in appearance from being clearly noticeable, largely unweathered and uneroded, to highly weathered and eroded, recognized only by topographic layouts.

Landslide types include rotational slides and translational slides. A **rotational landslide** is the downward and

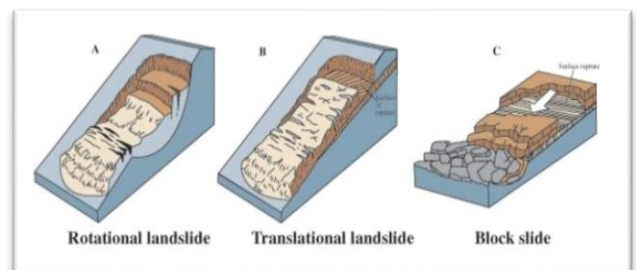
outward movement of a mass on top of a curved surface

where the toe is often a large, disturbed mound of geologic material, forming as the landslide moves past its original rupture surface. The toe of the landslide marks the end of the moving mass (material). A

translational landslide is a mass that slides downward and outward on top of an inclined flat surface

where material accumulates at the front of the landslide. A **block slide** is a translational slide in which the moving material consists of a single unit or a few closely related units that move downslope as one mass.

Rotational landslides commonly show slow movement, while translational landslides are rapid movements.



Landslide Types. Courtesy of Napa County

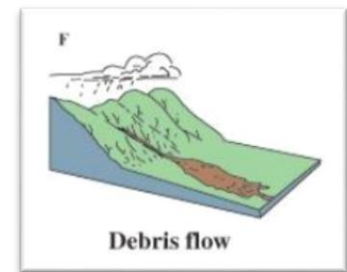
Landslides are characteristically abundant in areas of high seismicity, steep slope, and high rainfall, but may be triggered by any, or a combination, of the following:

- Type and structure of earth materials,
- steepness of slope,
- water,
- vegetation,
- erosion, and
- earthquake-generated groundshaking.

Debris Flow

Debris flow may develop when slope material becomes saturated with water. From a geologic perspective, there are generally two types of debris flows described in detail below.

Debris Flows Related to Shallow Landslides occurs on hillslope due to soil failure in which soil liquefies and runs downhill. This type of debris flow generally results from a shallow landslide (less than 10 to 15 feet deep) and has a discrete initiation zone depositional area (specific area where sediments are deposited). Shallow landslides tend to occur in winter but are most likely after prolonged periods of heavy rainfall when soil materials are saturated. Debris flows are typically more dangerous because they are fast moving, causing both property damage and loss of life.



Debris Flow. Courtesy of Napa County

Post-Wildfire Debris Flows are a result of post-fire conditions, where burned soil surfaces enhance rainfall runoff that concentrates in a channel and picks up debris as it moves. The post-fire debris flow has a less discrete initiation zone but is similar to a debris flow derived from hillslopes in that it may result in inundation and a detrimental impact on lives and property within its zone of runout and deposition (where the sediments are deposited). It can result in downstream flooding.

An example of a catastrophic post-fire debris flow is the event that occurred in Santa Barbara County on January 9, 2018, when, after the Thomas Fire, numerous canyons deposited debris flows onto urbanized alluvial fans (triangle-shaped deposit of gravel, sand, and even smaller pieces of sediment, such as silt) in Montecito and Carpinteria. (CalOES, 2018)

According to the National Oceanic and Atmospheric Administration (NOAA), debris flow is the most common type of slope failure in Napa County, occurring typically during winter months. **Table 2.10-1, Debris Flow Events in Napa County**, lists the debris flow events that have taken place in the County between 2000 and 2018

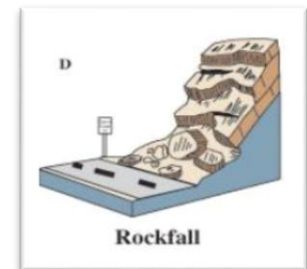
TABLE 2.10-1. DEBRIS FLOW EVENTS IN NAPA COUNTY 2000 – 2018

Date	Deaths	Injuries	Property Damage	Crop Damage
4/1/2006	1	0	\$14.4 million	\$20 million
4/2/2006	0	0	\$11.5 million	None Reported
1/6/2016	0	0	None Reported	None Reported
10/28/2016	0	0	None Reported	None Reported
1/3/2017	0	0	None Reported	None Reported
1/18/2017	0	0	None Reported	None Reported
1/22/2017	0	0	None Reported	None Reported
2/7/2017	0	0	None Reported	None Reported
2/20/2017	0	0	None Reported	None Reported
1/8/2018	0	0	None Reported	None Reported

SOURCE: NOAA; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

Rockfall

Rockfalls are the falling of a newly detached mass of rock from a cliff or rock outcrop or a loose rock that erodes out of unconsolidated debris on a hillside and rolls or falls down a very steep slope. Over-steepened slopes such as at roadcuts or in glaciated terrain are susceptible to rockfall due to the steep slopes that are not highly vegetated or benched, which can help reduce rockfall. Rock outcrops that are highly fractured and/or undercut by weaker rock layers are also susceptible to rockfall.



Rockfall. Courtesy of Napa County

Risk Assessment

Local Conditions

Slope Failure where movement of slides and earth flows might occur are predicted per the location of past movements. Past landslides can be recognized by their distinctive topographic shapes, which can remain in place for thousands of years and can range from a few acres to several square miles. Most landslides show no evidence of recent movement and are not currently active. A small proportion of them may become active in any given year, with movements concentrated within all or part of the landslide masses or around their edges. These areas are recognized as they are important to identify current areas susceptible to flows and slides, because they can be reactivated by earthquakes or by exceptionally wet weather. **Figure 2.10-1, Napa County Landslide Susceptibility**, shows low, moderate, and high landslide susceptibility in unincorporated Napa County. Most of the high susceptibility areas are in the hilly regions bordering the Napa Valley.

Landslides are most frequently triggered in periods of high rainfall, which is typically between November and April in Napa County. The hazard is greatest in steeply-sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. Slope steepness and underlying soils are the most important factors affecting the landslide hazard. However, surface and subsurface drainage patterns also affect the landslide hazard, and vegetation removal can increase the likelihood of a landslide (Association of Bay Area Governments, 2018).

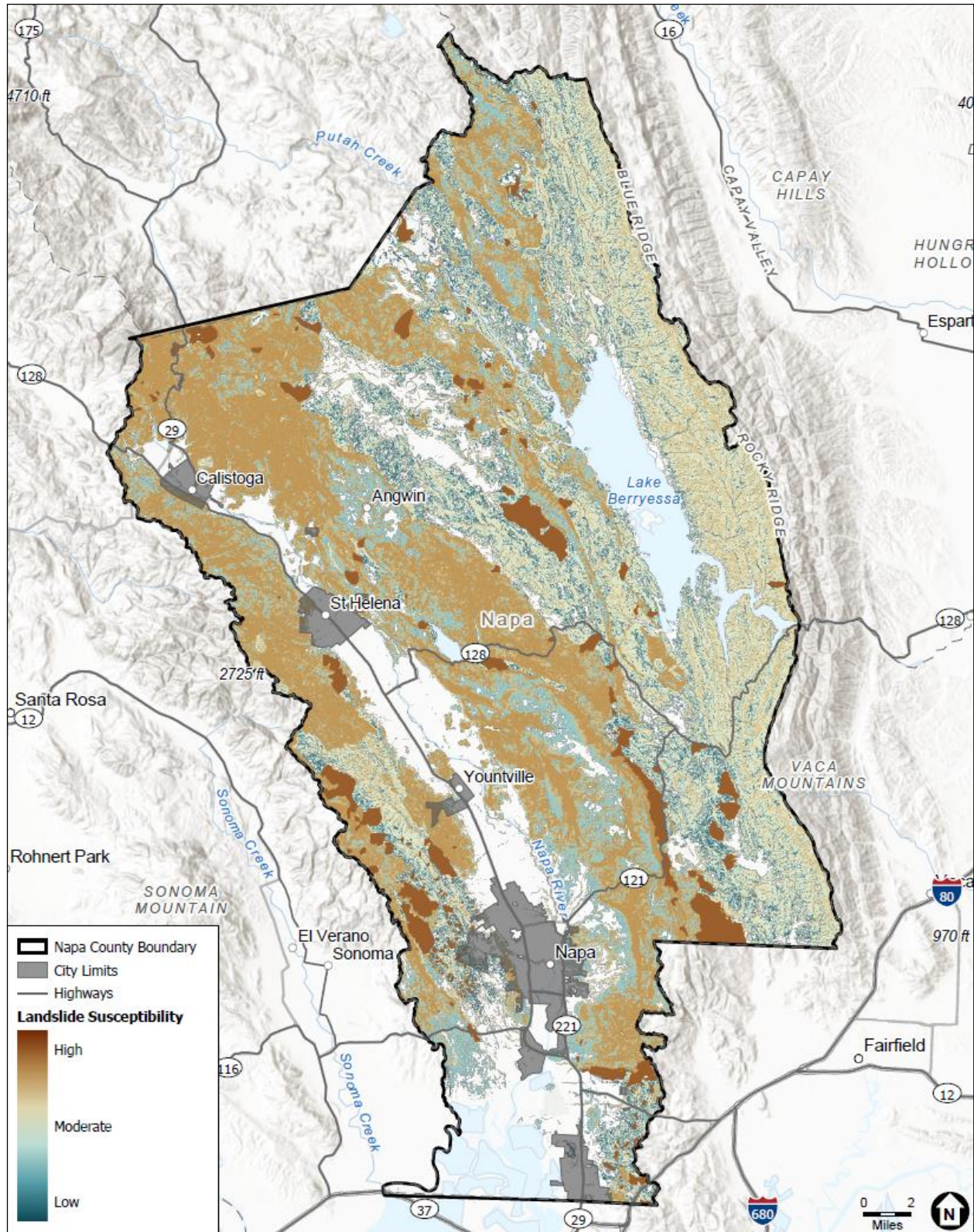


Figure 2.10-1. Napa County Landslide Susceptibility

Landslides are often triggered by other natural hazards such as earthquakes, heavy rain, floods, or wildfires, so landslide frequency is often related to the frequency of these other hazards. The probability of slope failure occurring in Napa County is likely (between 10 and 100% annual probability).

Landslide Vulnerability Analysis

Population

According to the Napa County MJHMP, approximately 19,942 persons, or 58 percent of the County population (34,147), are exposed to slope failure areas as shown in Figure 2.10-1 above. **Table 2.10-2, Population Exposure to Landslide Susceptibility**, shows a breakdown of landslide susceptibility by population count and percentage of total population. Susceptibility was determined by analyzing the proximity of County parcels to landslide hazard areas identified by the California Geologic Survey (CGS). The estimated population was calculated using Geographic Information Systems (GIS) and U.S. Census Bureau information and taking the weighted population within each census block with the percentage of slope hazard areas.

TABLE 2.10-2. POPULATION EXPOSURE TO LANDSLIDE SUSCEPTIBILITY

Landslide Susceptibility	Population Count	% of Total
High	10,717	31.39%
Moderate	3,700	10.84%
Low	5,525	16.18%
Total	19,942	58.40%

NOTES: Population estimates within slope failure areas were generated by analyzing County assessor and parcel data that intersect with landslide hazard areas identified by CGS and avalanche hazards developed by the planning team. Using GIS, U.S. Census Bureau information was used to intersect slope failure hazards an estimate of population was calculated by weighting the population within each census block and track with the percentage of slope hazard areas.

Property

According to the Napa County MJHMP, predominant zoning classes in cities are single-family, vacant and manufactured homes. Parcels and property value exposure to landslides were assessed for 14,654 parcels within unincorporated Napa County. The assessment identified that out of the 14,654 total parcels at a value of 18.3 billion, 2,501 parcels valued at 3.1 billion would be within high susceptibility, 1,965 parcels valued at 1.6 billion would be within moderate susceptibility, and 3,302 parcels valued at 4 billion would be within low susceptibility for a total of 7,768 parcels or 53 percent of total parcels valued at 8.7 billion or 48 percent of total property values.

Critical Facilities, and Infrastructure

The County MJHMP identified 40 critical facilities as being exposed to the landslide hazard to some degree, including essential facilities (hospitals, police stations, and fire stations); high potential loss (church, dams, and historical buildings); transportation and lifeline (roads, bridges, and power lines); and hazmat (landfill). Several types of linear infrastructure can be exposed to mass movements, including

transportation, water, sewer, and power infrastructure. The County MJHMP identified roads, bridges, and power lines as significant infrastructure with a potential for mass movement exposure.

- **Roads:** Access to major roads is crucial to life-safety, response, and recovery operations after a disaster event. Landslides can block egress and ingress on roads, causing isolation for neighborhoods, traffic problems, and delays for public and private transportation, which can also result in economic losses for businesses.
- **Bridges:** Landslides can significantly impact bridges, by knocking out bridge abutments or significantly weaken the soil supporting them.
- **Power Lines:** Power lines are generally elevated above steep slopes, but the towers supporting them can be subject to landslides. A landslide could trigger failure of the soil underneath a tower, causing it to collapse and rip down the lines. Power and communication failures due to landslides can create problems for vulnerable populations and businesses.

Figure 2.10-2, Landslide Vulnerability shows the landslide susceptibility for population and infrastructure in unincorporated Napa County along with exposure summaries for high susceptibility for population, parcel count, parcel value, and critical infrastructure.

Secondary Hazards

Secondary hazards that could trigger or exacerbate slope failure include flooding, wildfires, and post-wildfires. Flooding could undercut the toe of a slope which can remove the support for the slope and cause a landslide or rockfall. Wildfires create an immediate hazard of their own (as discussed in Section 2.11, *Wildfire Hazards*) but can also create long-term impacts by altering the soil structure. Wildfires impede soil ability to absorb moisture and destroy vegetation that binds the soil with roots and absorbs rainfall and runoff with foliage. Post-wildfire could trigger or exacerbate slope failure as rainfall events could create devastating mudflows, debris flows, and landslides.

County Capacity to Respond to Hazard

According to the Napa County MJHMP, the County is equipped to handle future growth within landslide hazard areas. The County has educational programs on how to prepare for slope hazards, including an Emergency Preparedness Guide that holds information on how to prepare emergency kits for resident homes, car, and workplace, (<https://www.countyofnapa.org/DocumentCenter/View/1771/Emergency-Preparedness-Guide-English-PDF?bidId=>).

The County had several Planning Committees from participating jurisdictions identify issues and/or weaknesses for their respective facilities as part of the mitigation identification process. These issues and/or weaknesses were based on the risk assessment and vulnerability analysis, utilizing the Risk Assessment Mapping Platform mapping tool and historic flood data. Slope failure hazard issues and weaknesses included a need for stability issue area maps as well as identified facilities within a moderate landslide area as a concern for potential casualties. Prevention and public education awareness as well as structural projects were listed as County wide priority mitigation actions.

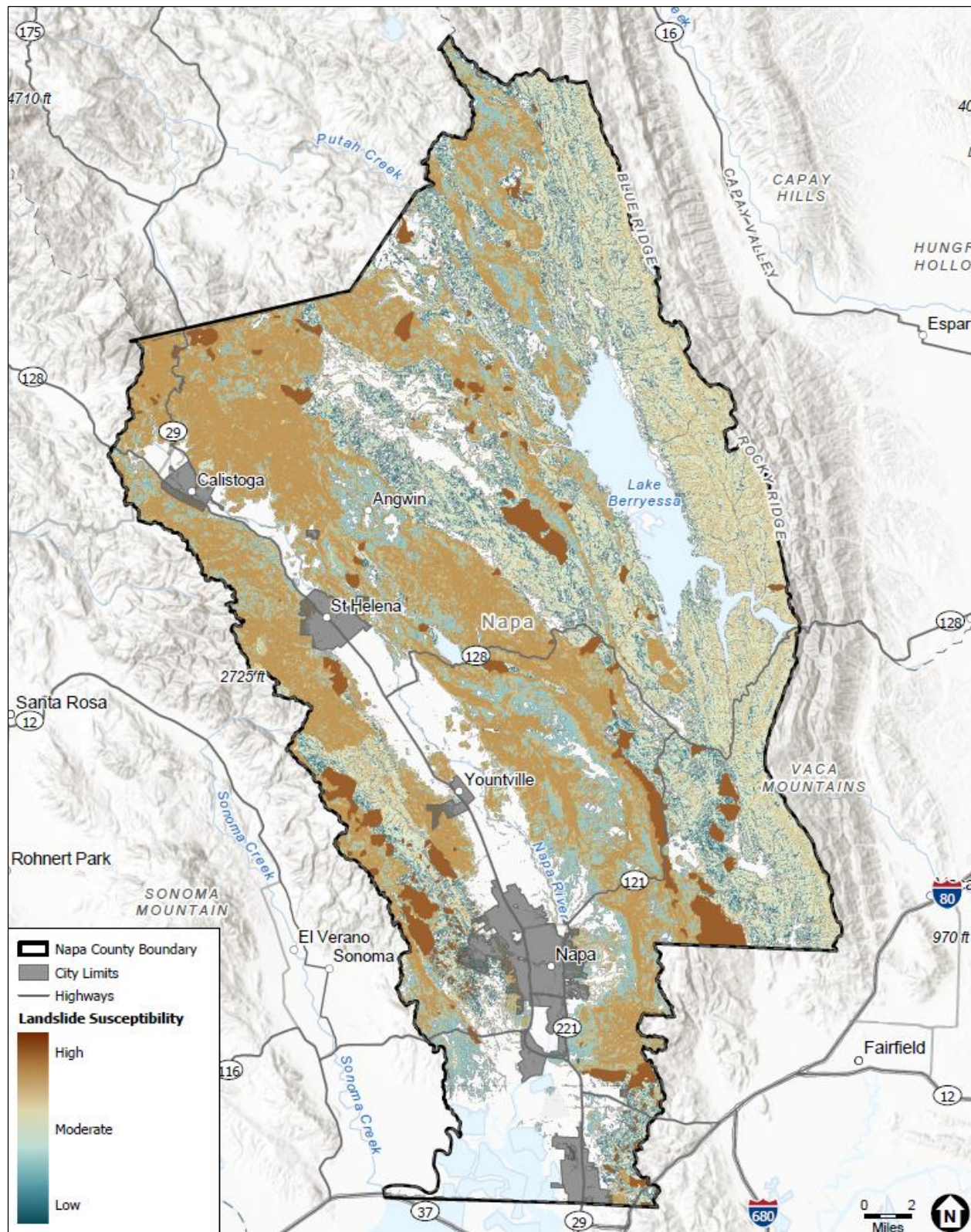


Figure 2.10-2. Landslide Vulnerability

There is still the issue of warning the public of the potential for slope hazard risks. Warning time for hazards such as debris flows, rockfall, and landslides, is often very short and may not occur at all. Identifying areas where these events are known to have occurred, or which have ideal characteristics for these hazards to occur, could help with hazard preparedness when triggering-type events such as earthquake or intense rainfall occur. The County's development of a warning system would be beneficial as it would make proactive response to potential triggering events more effective.

Policies, Plans, and Regulatory Environment

Napa County Operational Area Emergency Operations Plan

The Napa County Public Works Department maintains the County's Emergency Operations Plan (EOP), which provides a framework for Napa County to use in performing emergency functions before, during, and after an emergency event. This EOP supports the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS). The County works together with State, Federal, and local agencies to prevent, prepare for, respond to, and recover from incidents regardless of cause, size, or complexity effectively and efficiently. The EOP supports the overall mission of Napa County Office of Emergency Services (Napa County OES). The Napa County OES is responsible for the development and maintenance of the EOP. The Napa County EOP lists the Public Works Department and Planning, Building, and Environmental Services department as the primary agencies responsible for emergency operations under debris management.

Napa County General Plan

The 2008 Napa County General Plan includes goals and policies to mitigate slope failure.

Napa County Code Section 18.108

Napa County Code includes regulations prohibiting construction, improvement, grading, earthmoving activity or vegetation removal associated with the development or use of land in areas characterized by steep slopes, high erosion potential, unstable soils, combustible vegetation and other sensitive environmental resource areas.

Napa County Landslide Hazard Evaluations

For development projects, the County requires the preparation of a landslide hazard evaluation, which is submitted to the County Planning, Building & Environmental Services Department. The evaluation must be prepared by a California Registered Geologist or Certified Engineering Geologist and include a filed survey as well as a report. The landslide hazard evaluation is conducted in order to determine the effect of slope failures such as landslides on proposed development and more importantly the effect of the proposed project on slope stability and the threat to both existing and proposed improvements. In addition, such evaluations provide some of the information needed to determine how the project will affect the total amount of sediment delivered from the property to the drainage ways involved. (Planning, Building & Environmental Services, 2017)

Napa County MJHMP

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses. The following mitigation actions are identified as County wide priority for implementation:

- **NC-41-2020:** Establish a priority list of slope failure locations and implement slope stabilization projects in the highest risk areas.
- **NC-42-2020:** Construct a slope stabilization project to protect the Angwin Volunteer Fire Department storage facility.

Napa County Code

County Code Chapter 18.108, Conservation Regulations, states that no extensive grading shall be permitted on slopes over 15 percent where landslides or other geologic hazards are present unless the hazard(s) are eliminated or reduced to a safe level to the satisfaction of the County.

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2.11 Wildfire Hazards

A **wildfire** is any uncontrolled fire occurring on undeveloped land that requires fire suppression. Wildfires can be ignited by natural causes such as lightning and severe weather, increased fuels that are exacerbated by drought conditions, or by human-caused activity such as smoking, campfires, downed powerlines, equipment use, and arson. Wildfire can be further exacerbated by severe weather, such as wind, extreme heat, and drought conditions.

In Napa County, wildfires put lives and property at risk and compromise rivers and watersheds, open space, timber, range, recreational opportunities, historic and cultural assets, scenic resources, and local economies. The potential for significant damage to life and property significantly increases in Wildland Urban Interface (WUI) areas. The WUI is the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland and vegetative fuels (FEMA, 2021).



Courtesy of Napa Valley Register

This section will illustrate existing environmental conditions that influence wildfire hazards in Napa County, will characterize wildfire hazards in the unincorporated portions of Napa County, and will provide graphical assessment of community vulnerability to wildfire hazards. Finally, this section will describe relevant state and local regulations that are in place to make Napa County more resilient to wildfire.

Risk Assessment

Local Conditions

According to the Napa County MJHMP, Napa County is characterized by a narrow valley floor surrounded by and intermingled with steep, hilly, wooded terrain—areas highly susceptible to wildfires (Napa County Office of Emergency Services, 2020). The hilly/mountainous terrain on the east and west side of Napa Valley strongly influences both wildland fire behavior and fire suppression capabilities.

The areas in Napa County that are dense with vegetation and contain development can serve as sites for new spot fires that then spread to adjacent structures. The flying embers resulting from fuels are a principal driver of wildfire in wildland urban interface (WUI) areas. The WUI in Napa County is comprised of 486,236 acres and includes Yountville and Lake Berryessa (Napa FireWise, 2020).

Past Wildfire Events

In Napa County, there are four major factors that contribute to historic wildfire events (Napa County Office of Emergency Services, 2020):

- Extreme vegetation diversity and density
- fire weather and fire behavior
- Dynamic fire history
- Development in the WUI

From 2000-2019 there were 10 wildfires burning over 1,000 acres in Napa County, one of which was human caused (Napa County Office of Emergency Services, 2020). As of October 2021, there have been two fires in Napa County. Both of these fires were contained within two days of their start. These events are listed in **Table 2.11-1**, displayed in **Figure 2.11-1**, and are described in greater detail below.

TABLE 2.11-1. WILDFIRE EVENTS IN NAPA COUNTY 2000 – 2020

Date	Event Name	Size in Acres
10/12/2021	Newell Fire	132
9/23/2021	Fremont Fire	116
9/27/2020	Glass Fire	67,484
9/8/2018	Snell Fire	2,488
6/30/2018	County Fire	89,831
10/8/2017	Tubbs Fire	36,702
10/8/2017	Atlas Fire	51,625
10/8/2017	Nuns Fire	55,798
8/2/2016	Cold Fire	5,730
9/12/2015	Valley Fire	76,085
8/9/2015	Jerusalem Fire	25,118
7/22/2015	Wragg Fire	8,049
7/1/2014	Butts Fire	4,297
SOURCE: CALFIRE; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020		

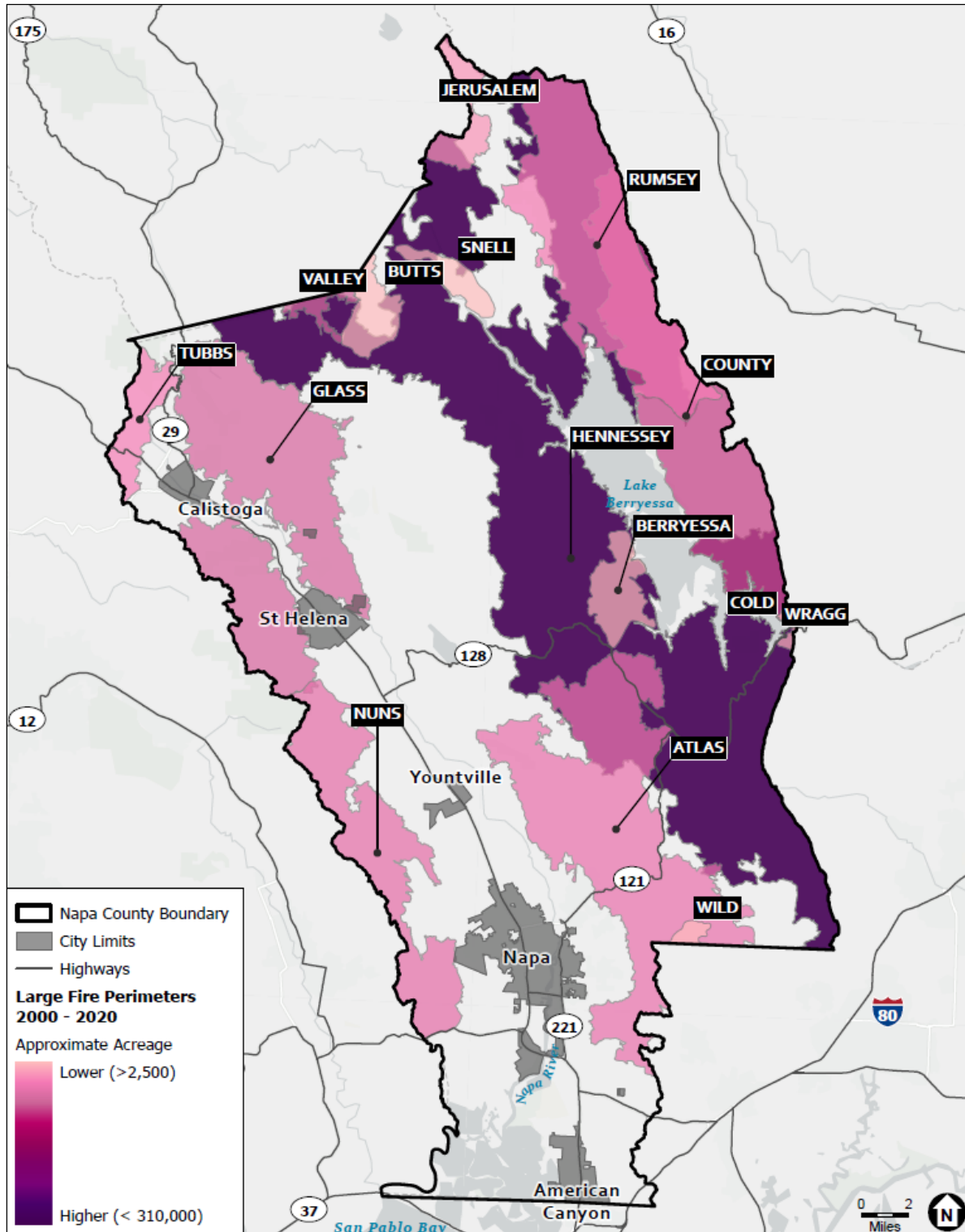


Figure 2.11-1. Napa County Large Fire Perimeters 2000 – 2020

MJHMP FIGURE 4-9 HISTORIC FIRE OCCURRENCE MAP (FIRES GREATER THAN 1,000 ACRES, 2000 - 2019)

Recent Wildfire Events 2014 – 2020

Butts Fire (2014) and Wragg Fire (2015)

Fire activity in 2014 and 2015 in Napa County include the Butts Fire of 2014 and the Wragg Fire of 2015. Ultimately, the Butts Fire consumed 4,300 acres and destroyed 2 residences, while the Wragg Fire consumed 8,051 acres and destroyed 2 outbuildings. (Cal Fire, 2017)

Atlas Fire, Tubbs Fire, and Nuns Fire (also known as Central Lake – Napa – Unit (LNU) Complex Fires) (2017)

The October 2017 Northern California wildfires, also known as the Central LNU Complex, include the Atlas Fire, Tubbs Fire, and Nunns Fire. These fire events affected Napa, Lake, Sonoma, Mendocino, Butte and Solano Counties during severe fire weather conditions. In total, the Tubbs Fire collectively burned 36,807 acres, destroyed 5,636 structures, and resulted in 22 fatalities. At the time, the Tubbs Fire was the most destructive wildfire in California history, burning parts of Napa, Sonoma, and Lake counties and inflicting its greatest losses in the City of Santa Rosa. In Napa County specifically, the Nunns and Tubbs Fires damaged over 1,110 structures (Cal Fire, 2018).

Glass Fire (2020)

The most recent large fire activity in Napa County occurred with the Glass Fire in September 2020. The Glass Fire was contained on October 20, 2020, and burned 67,484 acres and destroyed 1,555 structures (Cal Fire, 2020).

Fremont Fire (2021)

There were two smaller scale vegetation fires that occurred in 2021 in Napa County in terms of duration and acres burned. These were the Fremont Fires and the Newell Fires. The Fremont Fire occurred near the Sonoma – Napa county line off of Highway 12. No injuries or structural damage was reported because of the Fremont Fire.

Newell Fire (2021)

The Newell Fire occurred in October 2021 and was quickly contained by Cal Fire Sonoma Lake Napa Unit. Although only active for one day, the Newell Fire burned 132 acres near the Newell Open Space Preserve in Napa County. The Newell Fire was a vegetation fire and did not burn any structures. Pictured left is view of the smoke plumes from Newell Fire as seen from the City of Vallejo.



Newell Fire north of Vallejo.
Image courtesy of PG&E and SF Gate, 2021

Wildfire Vulnerability Analysis

While Napa County has capacity to address wildfire risks, the County is still vulnerable to wildfire impacts. As mentioned above, the historical wildland fire risk in Napa County can be attributed to four factors. These include extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in the WUI. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for residents in Napa County. Ignition sources, or fuels, in Napa County include grass/oak woodland, 15 – 50-year-old chaparral, redwood forests, and timber over 50 years old. Critical concerns are when the chaparral dead-to-live ratio exceeds 50%, and live fuel moisture approaches 60% in late Summer and early Fall. (Strategic Fire Plan Sonoma-Lake-Napa Unit, 2017)

Fire Hazard Severity Zones Defined

California law requires CAL FIRE to identify areas in the State based on the severity of fire hazard that is expected to occur there. These areas, or “severity zones,” are based on factors such as fuel, slope and fire weather (Cal Fire, 2021).

There are three zones, based on increasing fire hazard: medium, high and very high.

The majority of past wildfire events in Napa County were in summer months (typically June through August). Fire risk will also continue to grow if more development is permitted in WUI areas, which increases fuel loads and the risk of human-caused fires.

This section describes vulnerabilities to wildfire in terms of population, property, and infrastructure and provides graphic representation of these assets, overlaid by CalFire Wildfire Hazard Severity Zones.

Population

Wildfire is of greatest concern to populations residing in the moderate, high and very high fire hazard severity zones. Approximately 20,859, or 36% of the Napa County population live within wildfire hazard severity zones, as illustrated in **Figure 2.11-2**. As shown in **Table 2.11-2**, 8,618 people reside in areas mapped as Moderate Wildfire Hazard Severity Zones, 5,118 people reside in High Wild Severity Zones and 7,123 people reside in Very High Wildfire Hazard Severity Zones.

TABLE 2.11-2. NAPA COUNTY WILDFIRE POPULATION EXPOSURE

<i>Population Count by Wildfire Hazard Severity Zone</i>	
Very High	7,123
High	5,118
Moderate	8,618
SOURCE: Napa County Office of Emergency Services, 2020	

Vulnerable Development, Critical Facilities, and Infrastructure

Per the State’s Office of Planning and Research Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities.

In unincorporated Napa County, there are six essential facilities in Very High Wildfire Severity Zones, including five fire stations and one hospital. Linear infrastructure, such as roads and railroads, are normally not susceptible to fire damage. However, fires can create conditions that can prevent ingress and egress and can isolate residents and emergency service providers as a result. Similarly, communication towers also increase capacity in the event of a wildfire. Vulnerable development and critical facilities, as described, are shown in Figure 2.11-2, below.

County Capacity to Respond to Hazards

Fire suppression services in Napa County are provided by California Department of Forestry and Fire Protection (CAL FIRE) Sonoma-Lake-Napa Unit (LNU). The LNU serves the counties of Sonoma, Lake, Napa, Solano, Yolo, and Colusa. As this unit covers a large geographic region spanning several counties, suppression resources and personnel during peak fire season include approximately 260 career personnel and approximately another 250 seasonal personnel. As of 2020, the LNU's inventory includes 21 fire stations, 31 engines, 6 bulldozers, 2 Conservation Camps, 1 Fuels Crew, 1 Helicopter and many other Support Staff positions. In addition to fire suppression services, there are also ongoing fuel reduction projects occurring in Napa County.

Special Projects: Fuel Reduction

In Napa County, fuel reduction projects are ongoing on federal, state, and private lands in Napa County. These projects include vegetation management, controlled burns, and removal of dead, dying, and diseased trees. Similar fuel reduction projects are active and enforced on private lands. The CAL Fire Sonoma Lake Napa Unit is active in enforcing the Forest Practice Rules on private timberland where Timber Harvesting Plans (THPs) have been submitted and where timber harvesting is occurring. Rules and standards include provisions for the operation of fire causing equipment, use of hydrocarbon powered engines near forest, grass, or brush lands, and for the operation of chainsaws in the forest environment. Lastly, all jurisdictions participating in the MJHMP planning process have identified mitigation measures and strategies to adapt to future wildfire hazards that have the potential to occur across Napa County.

As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will continue to remain a significant threat to the Napa County community. Climate change is projected to increase this current risk by anywhere from 10 to 20 percent, and the County will need to continue to adapt to this projected increase (Napa County Office of Emergency Services, 2020). This increase could cause additional threats to the County and has the potential to affect emergency services, roads, water supplies, housing access, and quality of life. While Napa County continues to increase its adaptive capacity to wildfire risk, goals, policies and actions within this Safety Element will address site constraints with respect to wildfire hazards and potential impacts to community safety, as well as community education and preparedness.

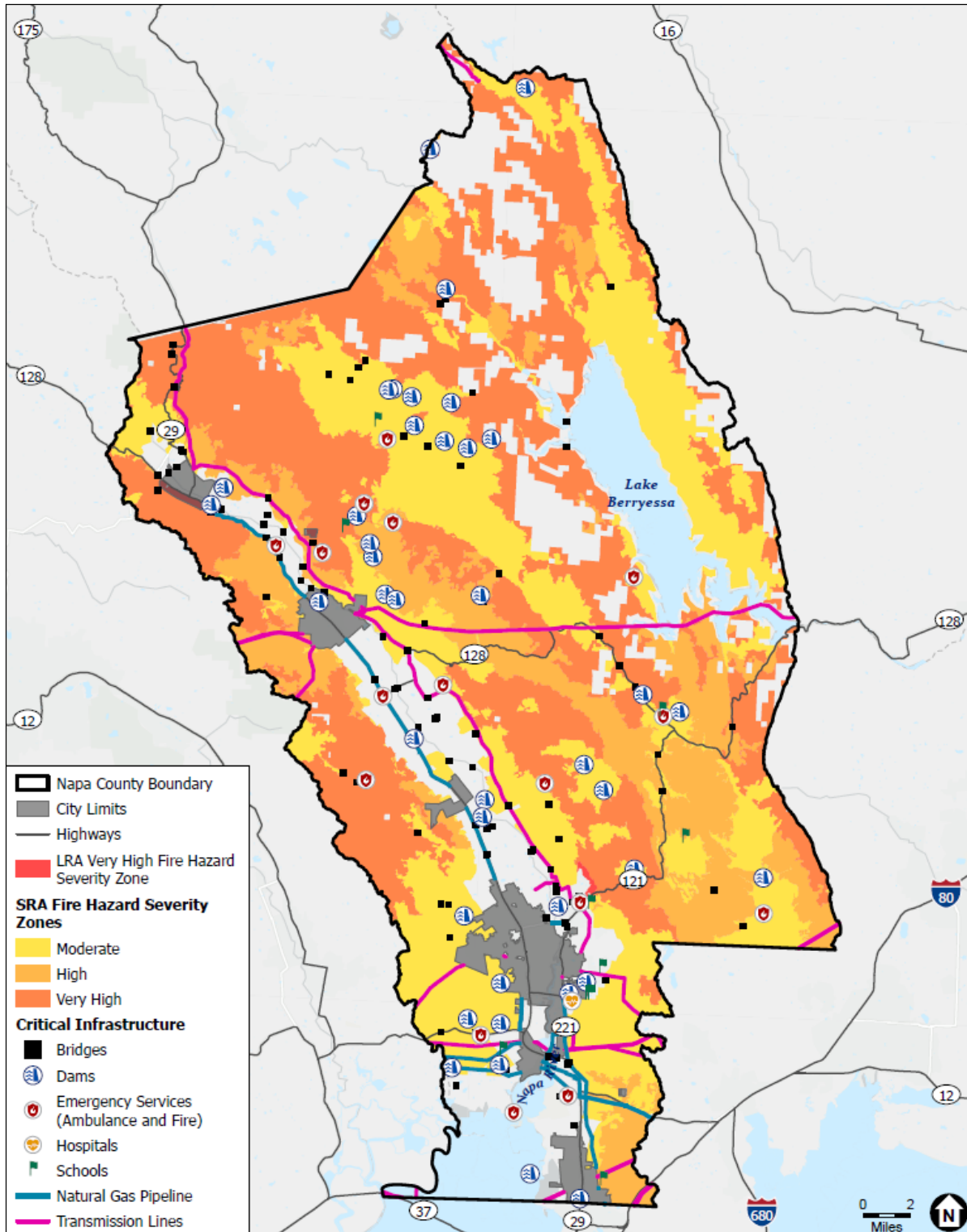


Figure 2.11-2. Napa County Vulnerable Development In Fire Hazard Severity Zones

MJHMP FIGURE 4-13 EXPOSURE WILDFIRE VULNERABILITY AND SNAPSHOT MAP

Plans, Policies, Programs, and Regulatory Environment

Wildfire Protection Responsibility in California

In California, local, state, tribal, and federal organizations all have legal and financial responsibility for wildfire protection. To address wildfire jurisdictional responsibilities, in 1981 the California State Legislature outlined various wildfire responsibility areas, described below, in Cal. Pub. Res. Code § 4291.5 and Cal. Health & Safety Code § 13108.5. In Napa County, the most prominent of these responsibility areas are State Responsibility Areas (SRAs) and Local Responsibility Area (LRAs) described below (Napa County Office of Emergency Services, 2020).

- **State Responsibility Areas (SRAs)**—SRAs are lands in California where the California Department of Forestry and Fire Protection (CAL FIRE) has legal and financial responsibility for wildfire protection and where CAL FIRE administers fire hazard classifications and building standard regulations. SRA boundaries are those adopted by the California Board of Forestry and Fire Protection and are reviewed and updated every 5 years. SRAs are defined as lands that:
 - Are County unincorporated areas,
 - Are not federally owned,
 - Have wildland vegetation cover rather than agricultural or ornamental plants,
 - Have row crops or seasonal crops, or
 - Have watershed, range, or forage values.

Where SRA's contain structures or development, the responsibility for fire protection falls to relevant local agencies.

- **Local Responsibility Areas (LRAs)** — LRAs include land in cities, cultivated agriculture lands, unincorporated non-flammable areas, and lands that do not meet the criteria for SRA or Federal Responsibility Areas (FRAs). There are no FRA's in Napa County. LRA fire protection is typically provided by city or county fire departments, fire protection districts, or by CAL FIRE under contract to local governments. LRAs may still include areas of flammable vegetation and WUI.

The SRA's and LRA's in Napa County are illustrated in **Figure 2.11-3** below.

California Fire Code (2019)

Napa County has adopted the 2019 Edition of the California Fire Code to safeguard the public health, safety, and general welfare from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

California Building Code (2019)

The 2019 California Building Code, adopted by the County, includes materials and construction methods for exterior wildfire exposure and standards of quality for fire-resistant buildings. See Cal. Building Codes, Chapter 7a (2019).

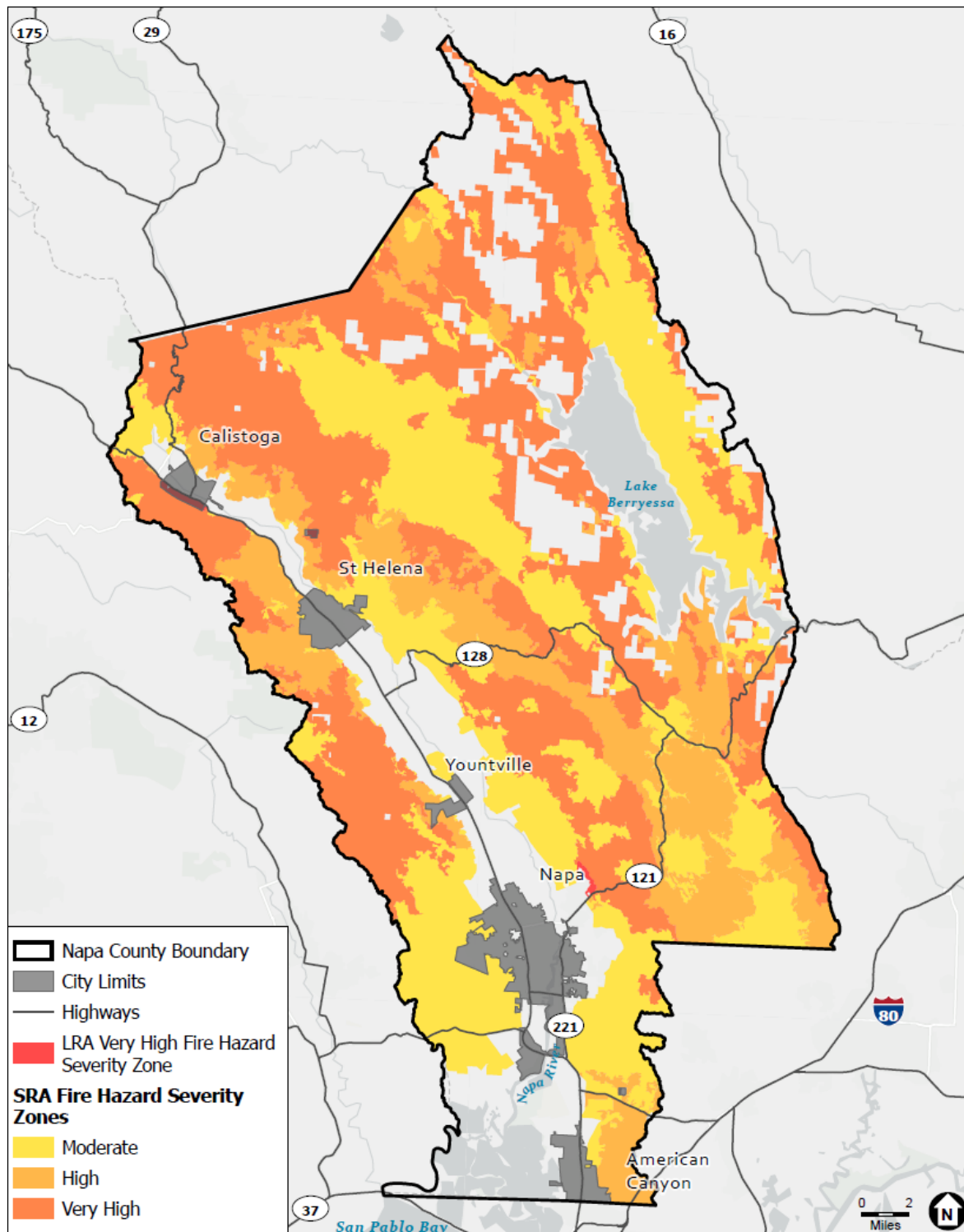


Figure 2.11-3. Napa County Wildfire Severity Zones

MJHMP FIGURE 4-12 WILDFIRE SEVERITY ZONES

CAL Fire Strategic Plan, Sonoma – Lake Napa Unit (2020)

The California Department of Forestry and Fire Protection (CAL FIRE), Sonoma-Lake-Napa Unit (LNU) serves the counties of Sonoma, Lake, Napa, Solano, Yolo, and Colusa. The LNU Strategic Fire Plan is a living document and outlines a comprehensive program designed to reduce total government costs and citizen losses from wildland fire in the Unit, including unit preparedness and firefighting capabilities, as well as pre fire management strategies and tactics. The LNU Strategic Fire Plan also strives to assist the public with assistance and education to create fire adapted communities that can more safely withstand a wildland fire.

Napa County Multi Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to wildfire events.

Napa County General Plan

The Napa County General Plan is an official policy document that serves to guide private and public development in Napa County. Within the County General Plan, the Safety Element contains specific goals and policies to mitigate the effects of wildfire and protect the safety and general welfare of residents and visitors in Napa County.

Residential Fire Protection (Napa County Code Section 8.36) and Napa County Hazard Abatement Ordinance

Napa County regulations require property owners to maintain a defensible space in accordance with the Defensible Space Guidelines. Failure to maintain defensible space, including the accumulation or storage of materials within established boundaries, is considered a nuisance and subject to County enforcement. Napa County Code § 8.36.60 (2019).

Updated and adopted in May 2021, the Napa County Defensible Space Guidelines define defensible space as the area around a structure with a minimum distance of a 100-foot radius or to the property line, whichever is less, in which combustible vegetation and other prohibited materials must be treated, cleared, or reduced to slow the spread of fire to and from the structure (Napa County Office of Emergency Services, 2020). The area is characterized by the establishment and maintenance of a buffer zone that is within 30 feet of any structure and a reduced fuel zone that extends to a minimum distance of 100 feet away from a structure or to the property line adjacent to the structure if less than 100 feet from the structure.

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APPENDIX B

NAPA COUNTY SAFETY ELEMENT

AB 747 EMERGENCY EVACUATION

ASSESSMENT

Draft Memorandum

Date: April 15, 2022

To: Hillary Gitelman, Mary Laux, and Jillian Feyk-Miney, Environmental Science Associates
Trevor Hawkes, County of Napa

From: Ian Barnes, Terence Zhao, and Grace Chen, Fehr & Peers

Subject: County of Napa AB 747 Emergency Evacuation Assessment

WC21-3826

Fehr & Peers has completed a general, programmatic assessment of emergency evacuation routes for the County of Napa. This assessment is consistent with Assembly Bill 747 (AB 747) and Senate Bill 99 (SB 99) requirements.

This document is intended to provide an assessment of roadway capacity under the described scenarios and should not be considered an evacuation plan. Please note that emergency evacuation can occur due to any number of events. Additionally, wildfire movement in particular is unpredictable as is individual behavior related to evacuation events. As such, this assessment is intended to provide the County with a broad “planning level” assessment of the capacity of the transportation system during an evacuation scenario; it does not provide guarantees as to the adequacy of the system nor can it guarantee that the findings are applicable to any or all situations.

Moreover, as emergency evacuation assessment is an emerging field, there is no established standard methodology. We have adopted existing methodologies in transportation planning that, in our knowledge and experience, we believe are the most appropriate. Nevertheless, such methodologies are necessarily also limited by the budgetary and time constraints in our scope of work, and by the current state of our knowledge.

The County should take care in planning and implementing any potential evacuation scenario and that this assessment should help the County better prepare for those events. We would be happy to conduct additional analyses in further detail, analyzing different scenarios, and employing other methodologies if desired. However, in no way can Fehr & Peers guarantee the efficacy of

any of the information used from this assessment as such would be beyond our professional duty and capability.

Background

The following are recent pieces of legislation related to emergency access that are addressed in this assessment.

- AB 747 requires that the safety element be reviewed and updated to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. This will be a requirement for all safety elements or updates to a Local Hazard Mitigation Plan (LMHP) completed after January of 2022.
- SB 99 requires review and update of the safety element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

Approach

As part of previous SB 99 work, parcels with only one access route in or out are identified and mapped in **Figures 1A, 1B, and 1C**. Also as part of previous SB 99 work, evacuation access County-wide was assessed by reviewing the distance evacuees must travel during an evacuation event based on information provided by Napa County staff. This assessment is a proxy for accessibility and can assist in identifying potentially vulnerable communities during an evacuation event by identifying areas of the County that need to travel the furthest and thus are potentially the most vulnerable in an evacuation event. We approached this assessment by measuring distances from each point along the County roadway network to designated evacuation zones in each of three scenarios, mapped in **Figures 2A, 2B, and 2C**, respectively. The three scenarios differ based on the extent of evacuations:

- Scenario A assumes that Calistoga, Saint Helena, Yountville, and the City of Napa are evacuation destinations.
- Scenario B assumes that Yountville and the City of Napa are evacuation destinations, and that Calistoga, and Saint Helena are also evacuating to these destinations.
- Scenario C assumes that only the City of Napa is an evacuation destination, and that Calistoga, Saint Helena, and Yountville are all evacuating there.

For the AB 747 Capacity Assessment, Fehr & Peers and County of Napa staff worked together to identify seven critical evacuation zones of the highest concern for further analysis. These were

chosen with consideration of fire history, as well access limitations identified from the as results from SB 99 analysis. These zones are:

- The community of Angwin
- The community of Berryessa Highlands, located on the south shore of Lake Berryessa and accessible via Steele Canyon Road
- The community of Berryessa Estates, located on the northern fork of Lake Berryessa formed by Putah Creek and accessible via Stagecoach Canyon Road
- The Calistoga area
- The Saint Helena area
- The Yountville area
- The areas on the western shore of Lake Berryessa, including Spanish Flat

Evacuation Capacity Assessment

Consistent with the requirements of AB 747, we reviewed the capacity of the transportation system during an evacuation event for each of the seven identified zones listed previously. This assessment makes the following assumptions:

- The need for evacuation is assumed to be a wildland fire.
- No “shelter in place” is assumed – all residents, employees and visitors are assumed to evacuate from these zones.
- 100 percent occupancy of households is assumed. This assumption is discussed further in latter parts of this section and in Table 2.
- It is assumed that adequate staff would be available to control traffic at key intersections and prohibit through traffic from entering the evacuation zones.

Based on these preconditions, we developed three evacuation scenarios that correspond to Scenarios A, B, and C mentioned previously. Scenario 3 was separated into three sub-scenarios, which assume Geyserville / northern Sonoma County as a potential evacuation destination for none, some, and all Calistoga residents, respectively.

- *Scenario 1 (4 out of 7 zones identified need to evacuate)*
This scenario assumes that only communities in the hills (that is, Angwin, Berryessa Highlands, Berryessa Estates, and the western shore of Lake Berryessa / the Spanish Flat area) need to evacuate.
- *Scenario 2 (6 out of 7 zones identified need to evacuate)*
This scenario assumes that communities in the hills, as well as Saint Helena and Calistoga on the valley floor, need to evacuate to at least as far south as Yountville, but that

- Yountville and points south are safe.
- *Scenario 3.1 (all 7 zones identified need to evacuate)*
This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa.
 - *Scenario 3.2 (all 7 zones identified need to evacuate)*
This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa except for half of Calistoga evacuating to Geyserville.
 - *Scenario 3.3 (all 7 zones identified need to evacuate)*
This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa except for Calistoga evacuating to Geyserville.

The evacuation routes for each of these scenarios are discussed further in the subsequent sections and evacuation destinations are shown in **Table 4**. For all communities in scenarios 1 and 2, as well as for all communities except for Calistoga in scenario 3 (as noted above), a location in Napa County is presumed to be the evacuation destination due to shorter evacuation distances and the relatively higher capacity of the routes.

The number of residents, anticipated vehicle ownership per household, and employees in the area were referenced to estimate the number of vehicles that would need to evacuate. **Table 1** summarizes land use information and vehicle ownership data for the evacuation zones.

Table 1: Land Use and Evacuation Demand of Evacuation Zones

Evacuation Zone	Households	Population	Employment	Household Vehicle Ownership					Estimated Evacuation Demand*	Evacuating?		
				0	1	2	3	4+		Scenario 1	Scenario 2	Scenario 3
Angwin	1,139	3,716	683	32	290	432	205	180	2,877	Yes	Yes	Yes
Berryessa Estates	280	723	256	7	75	100	74	25	780	Yes	Yes	Yes
Western shore of Lake Berryessa, including Spanish Flat	132	341	56	3	35	47	35	12	307	Yes	Yes	Yes
Berryessa Highlands	372	962	91	9	99	132	98	33	803	Yes	Yes	Yes
Calistoga area	2,096	5,564	2,362	170	848	595	352	131	5,694	No	Yes	Yes
Saint Helena area	2,865	7,203	7,119	192	1,039	1,093	497	43	11,457	No	Yes	Yes
Yountville area	1,169	3,662	3,178	157	551	368	72	21	4,663	No	No	Yes
Total	8,053	22,171	13,745	570	2,937	2,768	1,333	445	26,581	4,767	21,918	26,581

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19

*Assumption of number of vehicles that will evacuate: zero-vehicle household: 1 vehicle; one-vehicle household: 1 vehicle; two-vehicle household: 2 vehicles; three-vehicle household: 2.5 vehicles; four-or-more-vehicle household: 3 vehicles; employee: 0.93 vehicle (there are 7% zero-vehicle households in evacuation zones).

The number of households in the area that would potentially have mobility constraints due to the lack of a personal vehicle during an evacuation event is summarized in **Table 2**. As shown, approximately seven percent of households across the seven zones do not have access to a vehicle. It should be noted that this information does not constitute a specific analysis of households with mobility challenges as it does not specifically account for people who have mobility impairments that preclude them from using a vehicle; it also does not specifically account for households that own one or more vehicles, but where not all members of the household may necessarily have access to them at all times (for example, a household with one vehicle which a household member drives to work, leaving other members of the household staying at home with no available vehicle).

Table 2: Zero-Vehicle Households

Evacuation Zone	Households	Zero-Vehicle Households	Percent Zero-Vehicle Households
Angwin	1,139	32	3%
Berryessa Estates	280	7	2%
Western shore of Lake Berryessa, including Spanish Flat	132	3	2%
Berryessa Highlands	372	9	2%
Calistoga area	2,096	170	8%
Saint Helena area	2,865	192	7%
Yountville area	1,169	157	13%
Total	8,053	570	7%

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19.

A worst-case condition was estimated where all employees and residents in the evacuation area would need to be evacuated according to **Table 1**. In the absence of detailed data for the evacuation zones, this assessment uses zero-vehicle households as a proxy to provide an estimate of persons with mobility constraints that may need evacuation assistance the zero-vehicle households would require outside assistance, and although outside the scope of this assessment, the County may want to consider a program that ensures a more accurate accounting of households needing assistance, and that evacuation of these households is achievable via public transit, special shuttle vehicles sent during evacuations, or other neighborhood programs that promotes advanced coordination of ridesharing during evacuations between neighbors. This estimate also assumes that employment centers would provide evacuation assistance to employees without access to a vehicle. Additionally, it was assumed that some households with more than two vehicles likely would not be able to utilize all of their vehicles during an evacuation event (e.g. homes with three or four vehicles but with only two licensed drivers).

Evacuation Routes and Gateways

Roadways with Capacity Constraints

As part of our conversations, Fehr & Peers and County staff also identified the following roadways to be unsuitable for general evacuation planning purposes:

- Berryessa-Knoxville Road / Morgan Valley Road
- Dry Creek Road / Trinity Road
- Oakville Grade
- Spring Mountain Road / Saint Helena Road
- Duhig Road / Ramal Road

These roadways were not considered as potential gateway links or routes for general evacuation in the AB 747 analysis.

Moreover, this analysis assumes that in scenarios 2 and 3, where residents from northern parts of the County must evacuate south to either Yountville or the City of Napa, State Route 29 will be the only available north-south route on the valley floor. Silverado Trail is situated close to the foothills and lies in a historic fire zone. In a historic fire scenario as represented in scenario 2 and 3, it is likely to be closed and unavailable for evacuation use due to fire conditions. Should Silverado Trail remain open during an evacuation event, it can supplement State Route 29 to provide additional north-south capacity.

Evacuation Routes and Gateways

A critical factor in the success of an evacuation is how long it takes all evacuees to clear an area under threat. Conceptually, the time it takes to evacuate a given area is fundamentally constrained by key capacity constraints along the roadway system, otherwise known as "bottlenecks". Note that multiple bottlenecks may be present over the course of an evacuation route, and the high-level programmatic analysis in this assessment only considers a limited number of regional bottlenecks, which are selected after the segments noted above were excluded.

Routes to their respective evacuation destinations were identified for each of the seven evacuation zones being analyzed. For each zone, a roadway link from the Solano Napa Activity-Based Model (SNABM) that represents the bottleneck segment on its evacuation route was identified as its "evacuation gateway." For example, in scenario 1, Deer Park Road between Angwin and State Route 29 is considered the evacuation gateway for Angwin, as it is the sole egress for all evacuees from Angwin heading to Saint Helena. The list of evacuation gateways and their capacities are shown in **Table 3**.

The roadway capacities presented in **Table 3** and used by this analysis are based on those found in the Solano Napa Activity-Based Model (SNABM), with some modifications made to account for perceived discrepancies with current real-world conditions under normal operating conditions. This assessment conservatively assumes that roadway capacities during evacuation events will be as they are in normal conditions, and not be increased by measures such as the implementation of contraflow lanes.

Table 3: Total Outbound Capacity of Evacuation Gateway Links

Roadway Name	Outbound Lanes	Total Outbound Capacity (vehicles per hour)
1. Deer Park Road (between Angwin and State Route 29 at Saint Helena)	1	900
2. State Route 29 (between Saint Helena and Yountville)	1	1,600
3. State Route 29 (between Yountville and Salvador)	2	2,800
4. Snell Valley Road/Butts Canyon Road/Pope Valley Road (between Berryessa Estates and Howell Mountain Road)	1	900
5. Howell Mountain Road (between Snell Valley Road and Angwin)	1	900
6. Berryessa Knoxville Road (between Spanish Flat and State Route 128)	1	900
7. State Route 128 (between Berryessa Knoxville Road and State Route 121)	1	900
8. State Route 121 (between Berryessa Highlands and Wooden Valley Road)	1	1,600
9. State Route 128 (between Calistoga and Napa County Line)	1	1,600
10. State Route 128 (between Napa County Line and Geyserville)	1	1,050

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19

Table 4 presents the evacuation gateway links and the zones each gateway is associated with for each scenario – note that evacuation gateways can be associated with multiple zones that must use it to evacuate; similarly, depending on the evacuation scenario, an evacuation zone can be associated with multiple evacuation gateways if the evacuation route from that zone passes through multiple gateways to reach its evacuation destination. The table also shows the combined number of households and vehicle demand for all zones associated with each evacuation gateway.

Each evacuation gateway has a fixed capacity (usually noted in vehicles per hour), and dividing the gateway capacity into the total evacuation vehicle demand yields the time it takes for all vehicles to pass through the gateway from the evacuation zone. Using the estimated vehicle demand at each gateway and dividing by the estimated hourly outbound capacity for that

gateway, **Table 4** also presents an estimated time required to clear all vehicles at the gateway. Note that this time estimate is not an estimated average travel time for evacuees traveling from the evacuation zone to the evacuation destination, nor is it the estimated travel time through the roadway link segment that makes up the gateway. Instead, it reflects the comparison between the evacuation demand of the zones served by that gateway, and provides a rough estimate for the time it would take for the specified number of vehicles to pass through the gateway given its roadway capacity. Moreover, this assessment only takes into account the vehicle demand from the seven evacuation zones, and not any other traffic that may be present.

As shown, the total vehicle demand at many of the evacuation gateways significantly exceed their respective hourly outbound capacities. **Table 4** also presents an alternative scenario, in which the vehicle demand is equivalent to an average of one vehicle per household, which produces much shorter and more manageable time estimates for clearing the gateways.

Table 4: Evacuation Time Required Under Each Evacuation Scenario

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Outbound Capacity (vehicles per hour)	Time Required for Vehicles to Pass Through at Gateway (hours)		
						Total Vehicle Demand	One Vehicle per Household	
Scenario 1 - Only communities in the hills need to evacuate								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 2 - Communities in the hills, as well as Saint Helena and Calistoga on the valley floor, need to evacuate to at least as far south as Yountville								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga, and Saint Helena	State Route 29	Yountville	20,808	6,380	1,600	13.00	4.00	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 3.1 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate to the City of Napa								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga, and Saint Helena	State Route 29	Yountville	20,808	6,380	1,600	13.00	3.99	
Angwin, Berryessa Estates, Calistoga, Saint Helena, and Yountville	State Route 29	City of Napa	25,471	7,549	2,800	9.10	2.70	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 3.2 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate - all communities to the City of Napa, except for half of Calistoga evacuating to Geyserville								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga (50%), and Saint Helena	State Route 29	Yountville	17,961	5,332	1,600	11.23	3.33	
Angwin, Berryessa Estates, Calistoga (50%), Saint Helena, and Yountville	State Route 29	City of Napa	22,624	6,501	2,800	8.08	2.32	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Calistoga (50%)	State Route 128	Geyserville	2,847	1,048	1,050	2.71	1.00	

Table 4: Evacuation Time Required Under Each Evacuation Scenario

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Outbound Capacity (vehicles per hour)	Time Required for Vehicles to Pass Through at Gateway (hours)	
						Total Vehicle Demand	One Vehicle per Household
Scenario 3.3 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate. All communities to the City of Napa, except Calistoga evacuating to Geyserville							
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58
Angwin, Berryessa Estates, and Saint Helena	State Route 29	Yountville	15,114	4,284	1,600	9.45	2.68
Angwin, Berryessa Estates, Saint Helena, and Yountville	State Route 29	City of Napa	19,777	5,453	2,800	7.06	1.95
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32
Calistoga	State Route 128	Geyserville	5,694	2,096	1,050	5.42	2.00

It is also important to note that emergency scenarios are often unpredictable and driver behavior can be disorderly. Additionally, evacuation events are not linear in nature (e.g. even distribution during the evacuation time period) and it is anticipated that evacuees would vacate at a rate that more closely resembles a bell curve from the time that the evacuation order is issued. These are conditions which would affect the total evacuation time estimated in our assessment that are beyond the scope and budget of our assessment. There is also general unpredictability in operational issues, such as power issues that would trigger traffic signals to operate in “red flash mode” in which traffic would need to proceed through intersections in an all-way stop configuration.

Project Impacts

The only Housing Inventory Site location identified as part of the Housing Element process that falls into one of the seven zones is Spanish Flat, with the addition of 100 housing units. This analysis assumes that this will result in 100 additional households in the area with similar characteristics as the existing households. **Table 5** summarizes the changes to the number of households and vehicles in the zone with project, and **Table 6** shows the resulting changes in estimated evacuation times. As shown, the additional household would result in a 22% increase in evacuation times assuming full evacuation demand, or a 19% increase in evacuation times assuming only one vehicle per household evacuates. In either case, however, total evacuation times remain well under one hour.

Table 5: Evacuation Demand of Spanish Flat, with Project

Evacuation Zone	Households	Household Vehicle Ownership					Estimated Evacuation Demand*
		0	1	2	3	4+	
Western shore of Lake Berryessa, including Spanish Flat, existing	132	3	35	47	35	12	307
Western shore of Lake Berryessa, including Spanish Flat, with project	232	6	62	82	61	21	540

Table 6: Evacuation Time Required for the Spanish Flat Area, with Project

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Capacity (vehicles per hour)	Time Required on the Gateway Link to Evacuate (hours)	
						Total Vehicle Demand	One Vehicle per Household
Scenario 1 - Only communities in the hills need to evacuate							
Spanish Flat and Berryessa Highlands, existing	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32
Spanish Flat and Berryessa Highlands, with project	State Route 121	City of Napa	1,343	604	1,600	0.84	0.38
change with project			233	100		0.15	0.06

Next Steps

As a target for further investigation and study, the following lists provide potential measures that can enhance the evacuation process through both the supply side (increasing evacuation capacity) and demand side (managing evacuation volumes).

Supply-side Strategies

- Increasing capacity through the use of contraflow lanes or shoulders
- Managed traffic control, including turn restrictions and route or ramp closures, to maximize outflows from evacuation areas
- Faster clearing of fire-induced road closures
- Street parking management on high hazard days.

Demand-side and Information-Side Strategies

- Communication systems and strategies that improve disaster alerts
- Dynamic route guidance and monitoring
- Phased evacuations
- Reducing vehicle volumes during evacuations, such as by requiring households to evacuate in as few vehicles as possible.

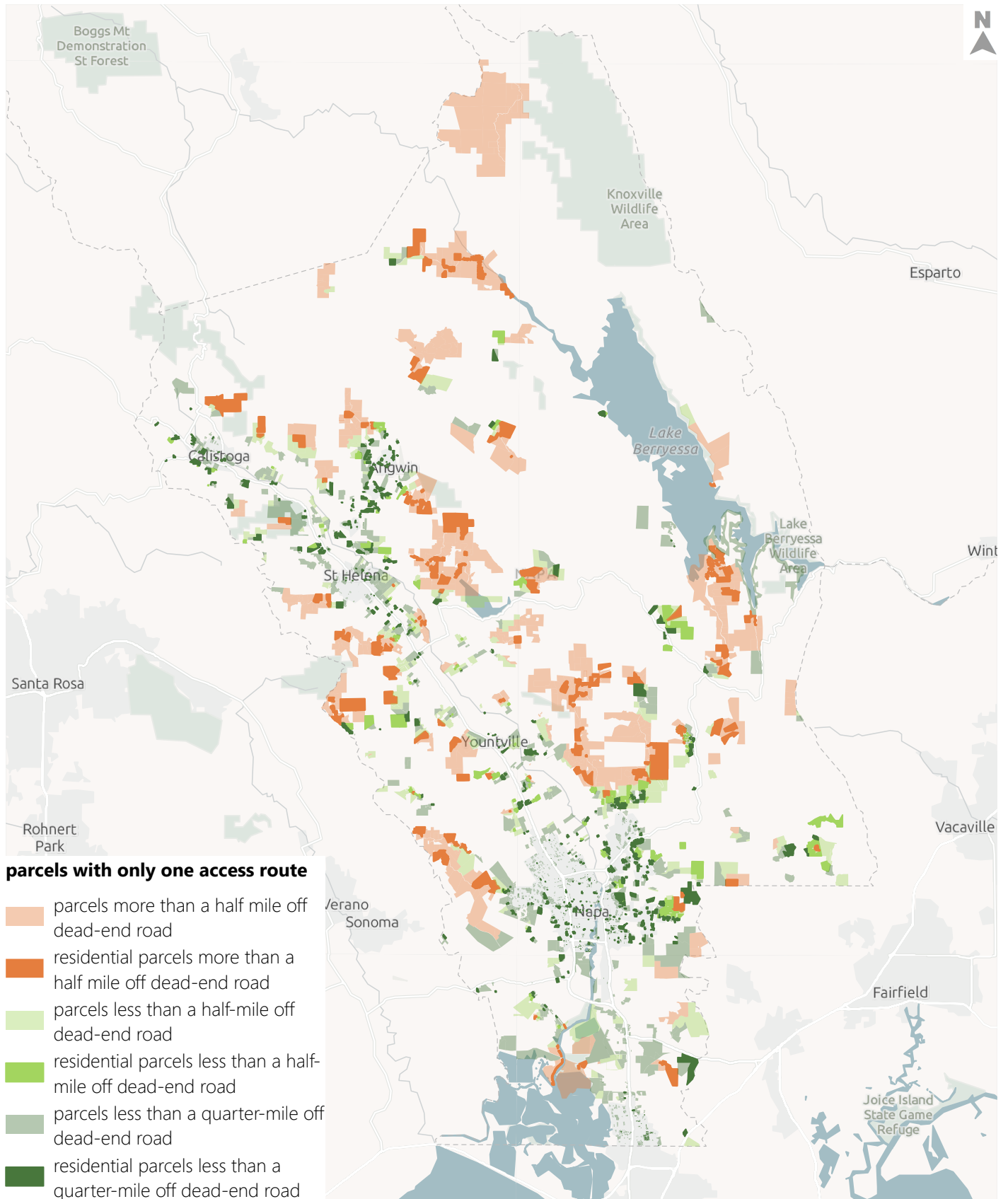


Figure 1A

SB 99 - Parcels With Only One Access Route

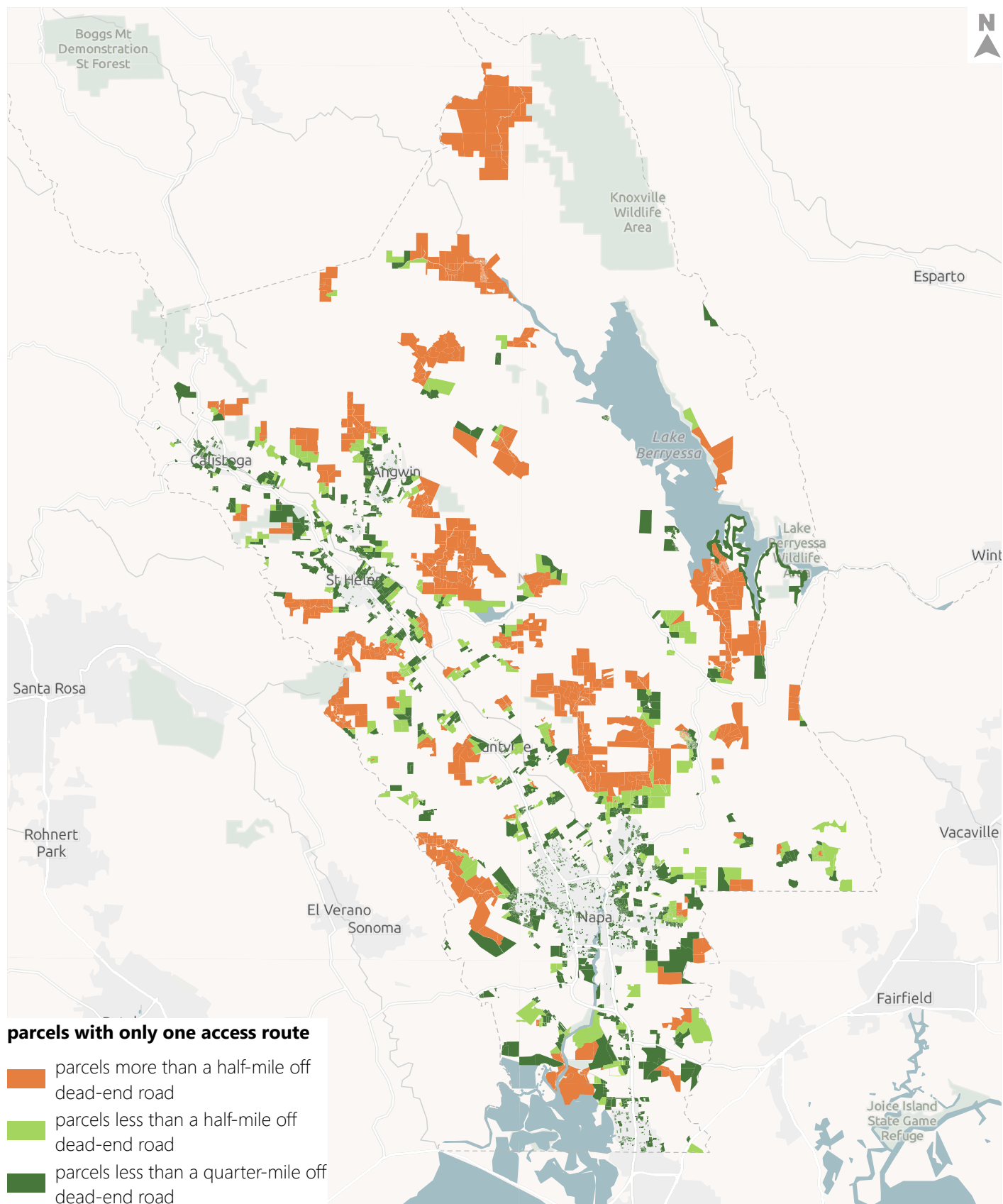


Figure 1B

SB 99 - Parcels With Only One Access Route

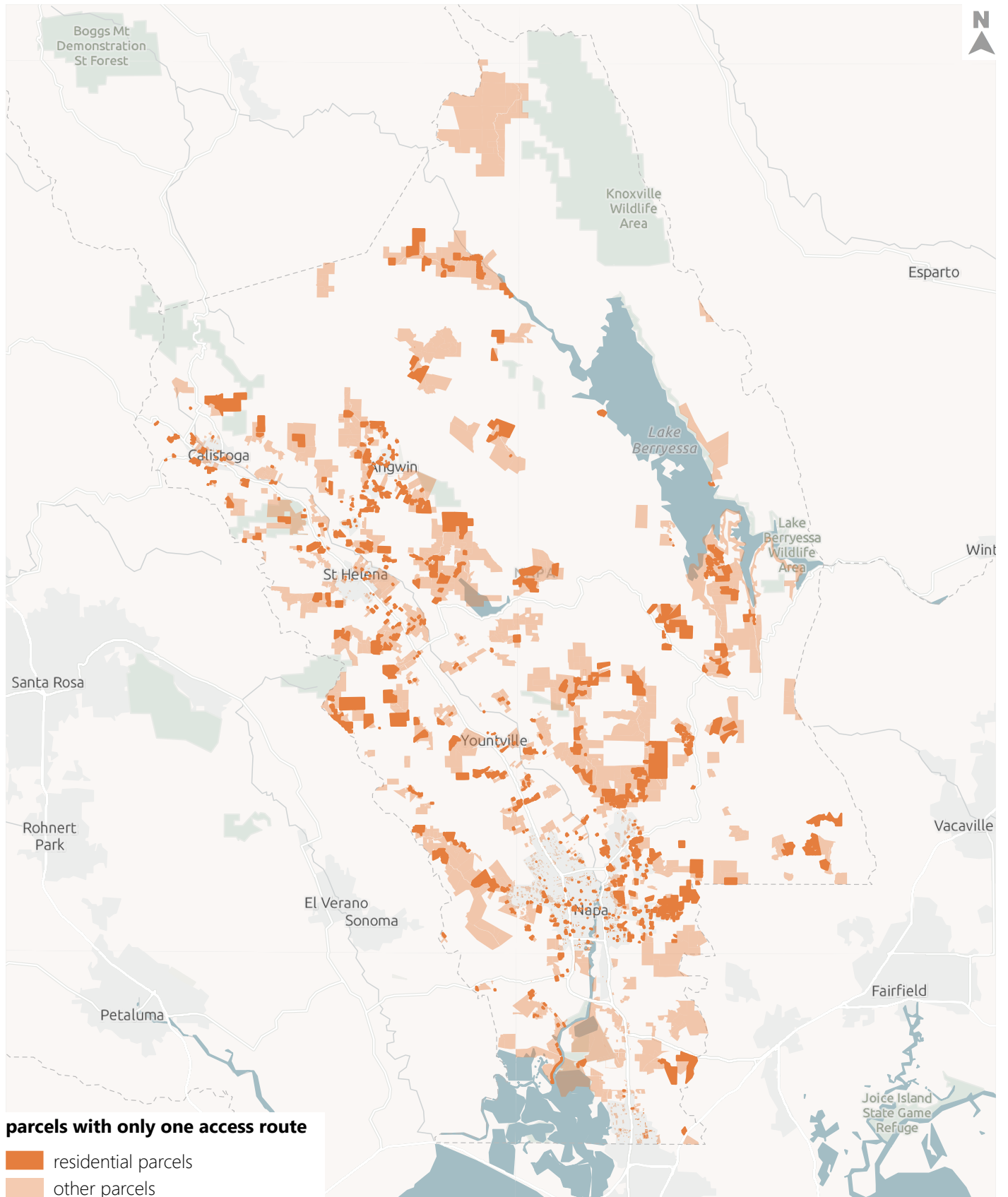


Figure 1C
SB 99 - Parcels With Only One Access Route

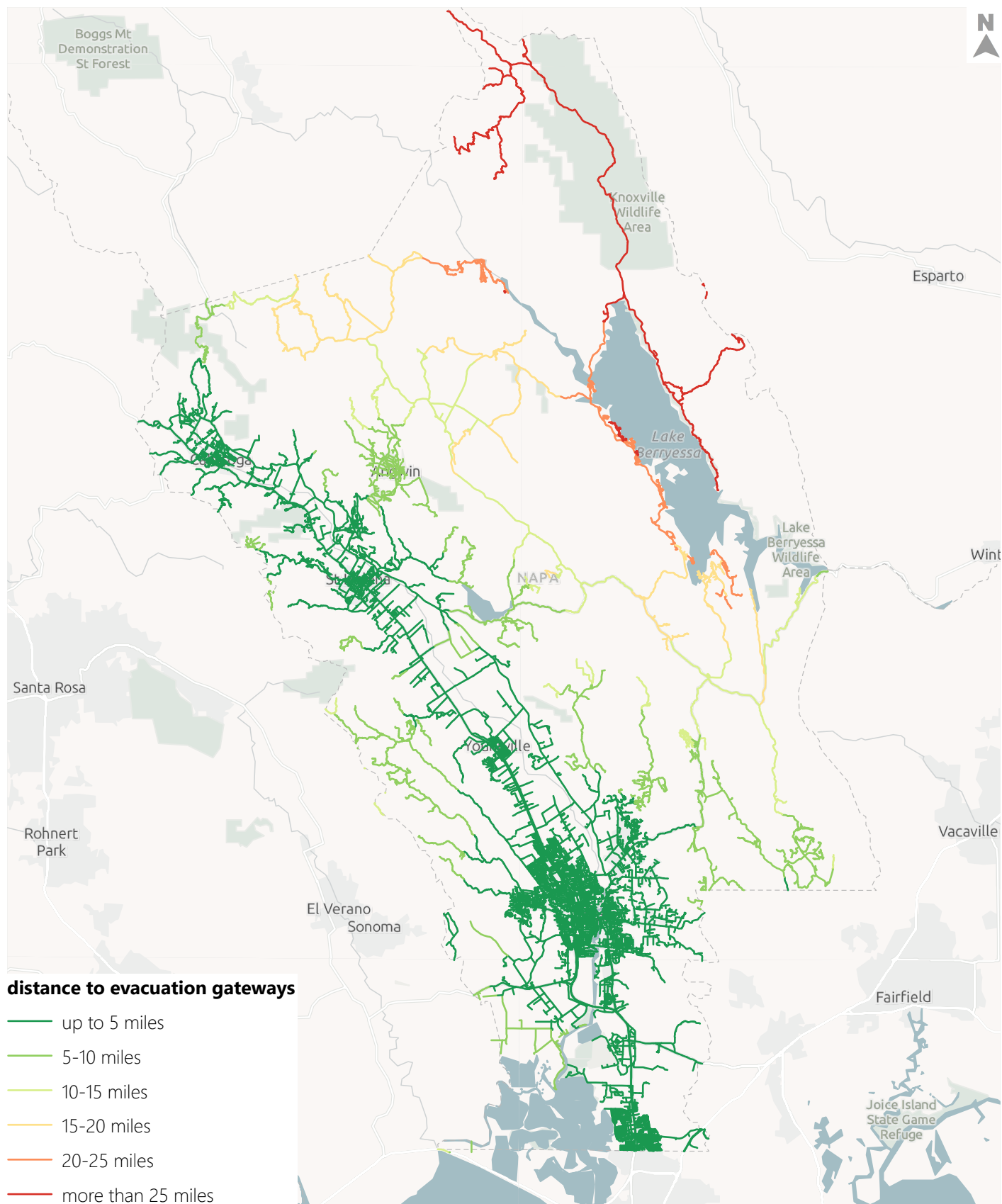


Figure 2A

SB 99 - Distances to Evacuation Gateways
(All Valley Floor Communities Safe)



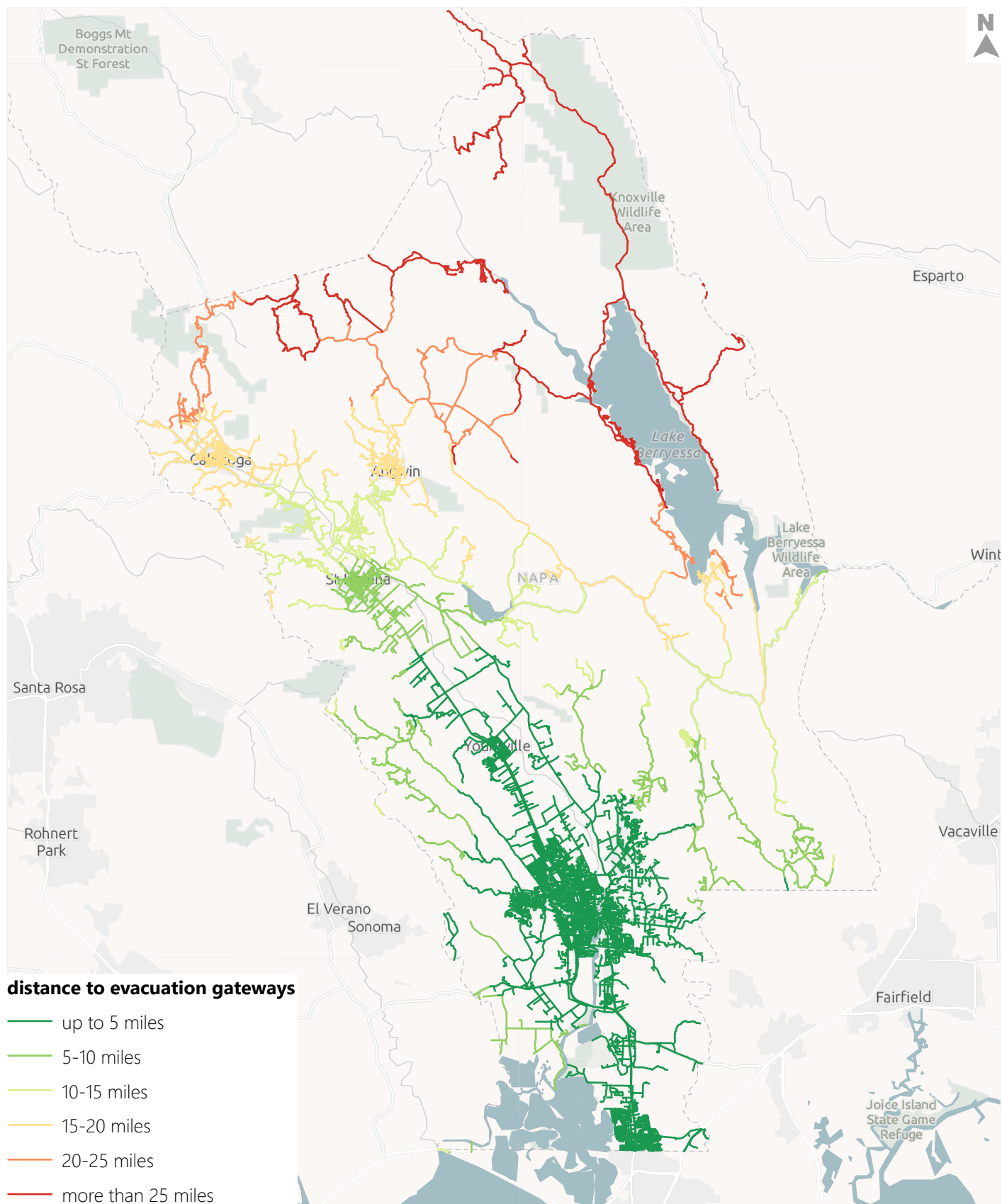


Figure 2B

SB 99 - Distances to Evacuation Gateways
(Calistoga and St. Helena Also Evacuating)



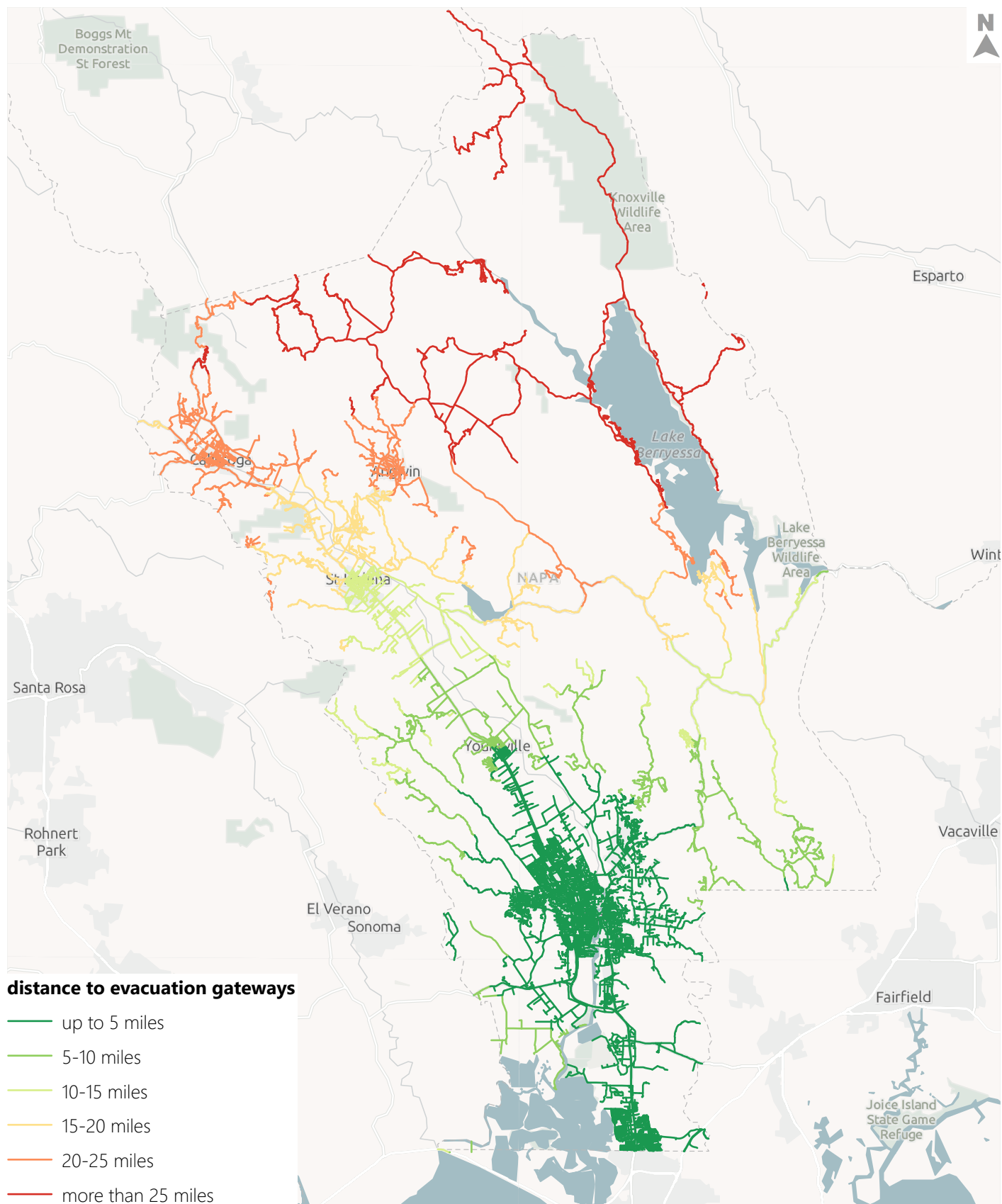


Figure 2C

SB 99 - Distances to Evacuation Gateways
(Calistoga, St. Helena, and Yountville Also Evacuating)





INTRODUCTION

The purpose of the Safety Element is to reduce the risk of death, injury, property damage, environmental damage, and economic and social dislocation associated with natural and human-caused hazards. Napa County faces the potential for natural and human-induced emergencies and disasters. Hazards to the county that are addressed in this Element include agricultural disaster, dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire hazards. Many of these hazards are made worse by climate change, a topic also addressed in this Element.

This Safety Element identifies and describes each hazard and lists goals and policies to guide the planning and decision-making processes. At the same time, it implements these policies and actions, the County recognizes that the features that contribute to Napa County's beauty and wine industry—steep mountains, volcanic soils, numerous rivers and streams, forest-covered slopes—are themselves reminders of the ongoing potential for seismic activity, flooding, and fire. This Element therefore seeks to take a reasonable approach, making those improvements necessary to reduce hazards while recognizing that some hazards will remain despite the best efforts of the County and other agencies.



STATUTORY REQUIREMENTS

California Government Code Section 65302(g) identifies the requirements that should be addressed in a community's general plan safety element. These requirements are organized into nine subsections—65302(g)(1) through 65302(g)(9)—as summarized below.

- Section 65302(g)(1) identifies the primary hazards and issues that should be addressed in the safety element: seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mudslides and landslides, tsunamis, seiche, dam failure, flooding, subsidence, liquefaction, other geologic hazards, wildland and urban fires, evacuation routes, military installations, peak-load water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
- Section 65302(g)(2), adopted through Assembly Bill (AB) 162 (2007), identifies the requirement to identify information regarding flood hazards, update floodplain mapping as needed based on specified information for the community and to establish a set of comprehensive goals, policies, and objectives.
- Section 65302(g)(3), adopted through Senate Bill (SB) 1241 (2012), identifies the requirement to update wildfire mapping, information, and goals and policies to address wildfire hazards.
- Section 65302(g)(4), adopted through SB 379 (2015), identifies the requirement to update the safety element to address potential impacts of climate change and potential strategies for adapting to and mitigating these hazards.
- Section 65302(g)(5), adopted through SB 99 (2019), requires the identification of specified evacuation constraints associated with residential developments.
- Section 65302(g)(6), adopted through SB 1035 (2018), requires the update of the safety element every time the housing element or local hazard mitigation plan is updated.
- Section 65302(g)(7) allows for the incorporation of a floodplain management ordinance into the safety element.
- Section 65302(g)(8) requires consultation with the California Geological Survey and California Office of Emergency Services.
- Section 65302(g)(9) allows cities to adopt a county's safety element if adequate detail is provided to address city-level concerns.

Additionally, California Government Code Section 65302.15, adopted through AB 747 (2019), includes the requirement to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

SAFETY ELEMENT EXISTING CONDITIONS REPORT

The Safety Element Existing Conditions Report (**Appendix A**) provides detailed information on existing hazards, community vulnerabilities, and County capacity to respond to hazards. The information in the report provides the foundation for the update of the Safety Element, including the formulation of goals and policies. Refer to the Existing Conditions Report in Appendix A, as well as the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) described below, for the most up-to-date and comprehensive information on the hazards affecting Napa County.



RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

The hazards discussed in the Safety Element are related to other elements of the General Plan, including Land Use, Circulation, Housing, Community Infrastructure and Services, and Conservation and Open Space and Water Resources. For instance, policies related to areas at risk of recurring flooding, dam failure, slope failure, and wildfire are found in the Land Use and Conservation and Open Space Elements; policies associated with secondary access during an emergency are found in the Circulation Element; policies important to water resources are found in the Water Resources Element; and policies related to protecting critical facilities from hazardous threats are also found in the Community Infrastructure and Services Element. References to related policies are provided where appropriate within the Safety Element.

NAPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

In 2020, the County adopted the Napa County MJHMP 2020 Update, prepared in cooperation with the Cities of American Canyon, Calistoga, and St. Helena and the Town of Yountville. Because the MJHMP was a recent and comprehensive effort by multiple jurisdictions with a stake in overall public safety, this Safety Element draws broadly from this recently adopted plan. The Multi-Jurisdictional Local Hazard Mitigation Plan (MJHMP) for the Napa County planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involves planning, policy changes, programs, projects, and other activities. The MJHMP includes a detailed assessment of prevalent hazards within the county, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents a mitigation strategy and actions that work to achieve the greatest risk reduction based upon available resources. Many of these mitigation measures have been incorporated into the goals and policies of this Safety Element. The risk assessments for each hazard have been summarized and incorporated into this Element to serve as important background and context for the preparation of goals, policies, and actions.



IN THIS ELEMENT

- Introduction (Page SAF-1)
- Statutory Requirements (Page SAF-2)
- Safety Element Existing Conditions Report (Page SAF-2)
- Relationship to Other General Plan Elements (Page SAF-3)
- Napa County Multi-Jurisdictional Hazard Mitigation Plan (Page SAF-3)
- Safety Hazards in Napa County (Page SAF-4)
- Safety Element Goals and Policies (Page SAF-22)
 - Emergency Preparedness (Page SAF-22)
 - Drought (Page SAF-27)
 - Geologic and Seismic (Page SAF-28)
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 - Wildfire (Page SAF-29)
 - Flooding (Page SAF-33)
 - Severe Weather (Page SAF-34)
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 - Climate Change Adaptation (Page SAF-36)
- Appendices
 - Appendix A: Napa County Safety Element Existing Conditions Report
 - Appendix B: AB 747 Emergency Evacuation Assessment

SAFETY HAZARDS IN NAPA COUNTY

Like many places in California, unincorporated Napa County is subject to a variety of potential safety hazards. Some derive from the natural environment; others result from human activities. The following discussion summarizes the safety and hazard topics relevant to Napa County.

- **Climate Change.** “Climate change” is defined as the significant and lasting alteration of global temperatures and weather patterns over a long period of time, caused by natural and human activity. Climate change has the potential to affect natural and human systems such as food production, water availability, public health, economic prosperity, and ecosystem biodiversity, sometimes creating or exacerbating hazards. Climate hazards include flooding, heat events, worsening air quality, wildfires, sea level rise, intensified droughts, and more. Because of its geographic location and environmental conditions, Napa County is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires. More specifically, regional air pollutants of ozone and fine particulate matter (PM_{2.5}) are of greatest concern to the County. Napa County’s valley environment makes the area particularly susceptible to the retention of pollution. Generally, agricultural activity, industrial operations, and truck traffic are the largest contributors to pollution.

In general, populations in unincorporated Napa County experiencing vulnerable conditions are the most at risk from climate change. Among the factors that influence a population’s vulnerability to climate change are income, race, linguistic isolation, access to health care, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, much of which



consists of low-income agricultural workers and non-English speakers. These workers' low incomes and linguistic isolation place them at higher risk of experiencing climate change impacts and experiencing long-term effects of hazards. SB 379 (2015) identifies the requirement to update the safety element to address potential impacts of climate change and potential strategies for adapting to and mitigating these hazards. The goal of climate adaptation is to reduce impacts from current and future conditions, reduce system vulnerabilities, and increase long-term resilience. This means adjusting human behavior and systems.

- **Agricultural Disaster.** Napa County land is predominantly agricultural, famous for its grape vineyards and wine production. **Figure SAF-1** shows agricultural land uses in Napa County. Farmlands across Napa County are sensitive to natural and human-induced events, including climate change, which pose threats to the quantity, quality, and production timing of agricultural goods. "Agricultural disaster" specifically refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts on agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated water bodies, land use changes, flooding, pandemic, pests, and wildfires. As climate change exacerbates environmental conditions, the severity and frequency of these threats will increase both on agricultural lands and in human populations.

Note to the Reader: For a discussion of the preservation of agricultural land and recovery from natural hazards, please refer to the County's Agricultural Preservation and Land Use Element.

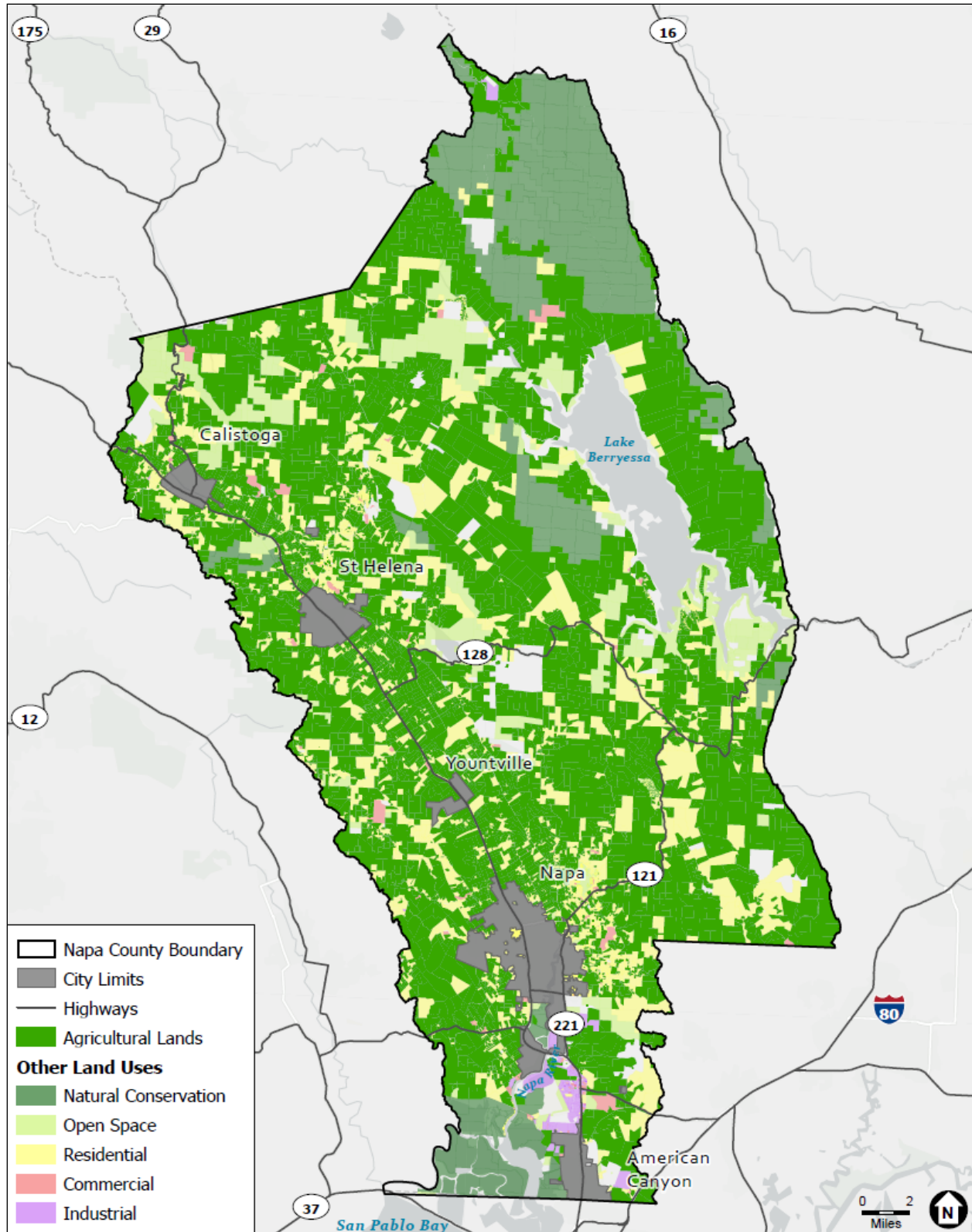


Figure SAF-1
Napa County Agricultural Lands



- **Dam Failure.** According to the California Department of Water Resources, Division of Dam Safety, there are 57 dams across Napa County. The United States Society on Dams identifies 12 different types of dams that are commonly found in the built environment. The MJHMP identifies two major types of dams that can be found in Napa County:

Earthen Dam—A dam made up mostly of compacted earth material generally smaller than 3 inches in size; also known as an “earthfill dam.” Oroville Dam, pictured at right, is one example of an earthen dam.



Concrete Gravity Dam—A dam constructed of concrete and/or masonry that relies on its weight and internal strength for stability. Shasta Dam is one example of a large concrete gravity dam.



The primary danger associated with dam failure is high-velocity flooding downstream of the dam and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir’s perimeter, bank erosion on the rivers, and destruction of downstream habitat. **Figure SAF-2** shows inundation zones for Napa County’s dams. The areas of the county most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure.

- **Drought.** Droughts affect almost every county in California and have caused millions of dollars in collective damages. In Napa County, drought conditions have the potential to require water restrictions, reduce water quality, restrict recreational opportunities, worsen air quality, and create health and economic impacts. Napa County’s economy depends on a strong agricultural industry, which in turn provides the foundation for the county’s second largest industry, tourism. Drought could have a devastating and cascading impact on the wine industry and local economy, specifically by reducing agricultural productivity. A drought can cause farmers to be unable to plant crops or can lead to the failure of planted crops. These conditions result in a loss of work for farmworkers and those in food processing and winemaking jobs. In the event of long-term droughts, other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further layoffs. A drought can harm water-based recreation providers (e.g., swimming pool companies, water parks, and river rafting operators), as well as landscaping businesses and nurseries because people will not invest in new plants if water is not available to sustain them.

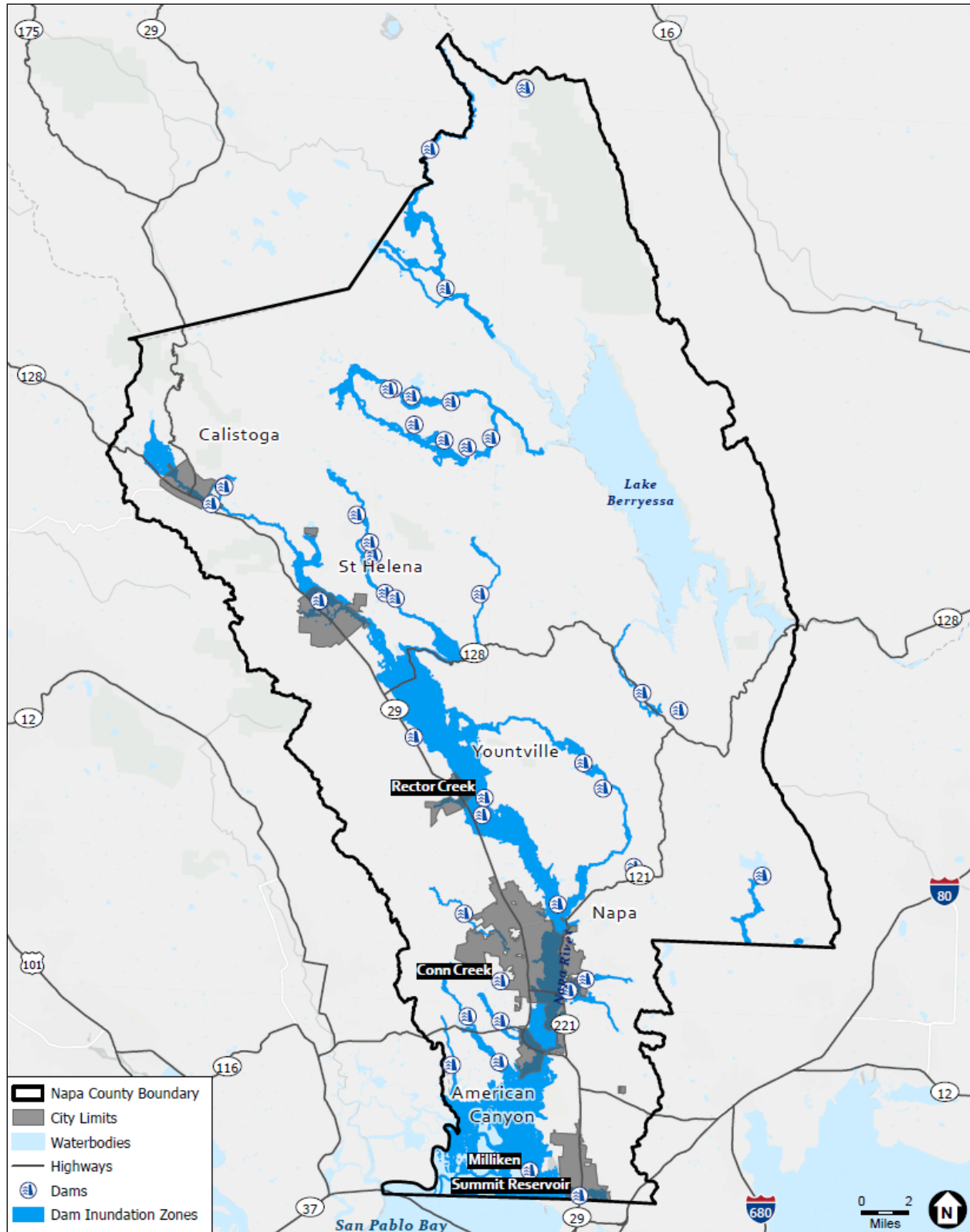


Figure SAF-2
Napa County Dam Inundation Zones



According to the National Drought Monitor, Napa County is currently experiencing Exceptional Drought conditions. Unlike hazards like wildfire and flooding, which provide direct impacts, drought produces a web of impacts extending beyond the areas experiencing physical drought. Drought vulnerability usually depends on water demand, the ways in which the demand is met, and the availability of water supplies to meet the demand. As a result of drought conditions and expected drought conditions moving forward, water demand in California is expected to increase. Climate change is expected to increase drought and extreme weather conditions. Although the duration of drought is always in question, it is certain that California and Napa County will continue to be affected by drought moving forward (California Drought Contingency Plan, 2013). As of 2021, the State of California has implemented statewide regulations and special projects in response to drought conditions. These types of regulations work to effectively manage water resources under drought conditions, thus ensuring community health and safety. Similar regulations have been enacted at the local level. The County has implemented several water conservation programs, including rebates for water-conserving appliances and free water-saving devices for residents; however, Napa County is still currently vulnerable to water supply issues because of drought and other factors.

- **Flooding.** To understand flood hazards, it is important to note that connections between a river and its floodplain are most apparent during and after major flood events. A “floodplain” is any land area susceptible to being inundated by floodwaters from any source. **Figure SAF-3** shows floodplains in Napa County, as mapped by the Federal Emergency Management Agency (FEMA). Flooding in Napa County most commonly occurs when existing stream channels, rivers, or other watercourses convey excess runoff from rainfall or snowmelt, resulting in overflow onto adjacent lands. Flooding may also be caused by high tides, extreme rain, and wind. All lands adjacent to the Napa River are subject to flooding. The Napa Valley floor has been subject to frequent flooding, resulting in severe damage to agriculture and urban development.

The Napa River/Napa Creek Flood Protection District is responsible for the effective management of and planning for resilience to catastrophic flooding along the river’s banks. Developed in collaboration between the district and the Napa County Department of Public Works and Napa County Community Coalition, the Napa River Flood Management Plan is a multi-objective and restorative approach to flood protection. Elements of the Napa River Flood Management Plan include bank terracing, bridge replacements, bypass channels, culverts, floodwalls, and levees. Once complete, the project will restore more than 650 acres of high-value tidal wetlands of the San Francisco Bay estuary while protecting 2,700 homes, 350 businesses, and more than 50 public properties from 100-year flood levels, a savings of \$26 million annually in flood damage costs. As of 2021, a number of project components have been completed. However, several components are still under construction, including the floodwalls/levees north of the Oxbow and bypass pump station, floodwalls and trail on the west side of the Napa River (Imola to Hatt), and floodwalls and trail on the east side of the Napa River.

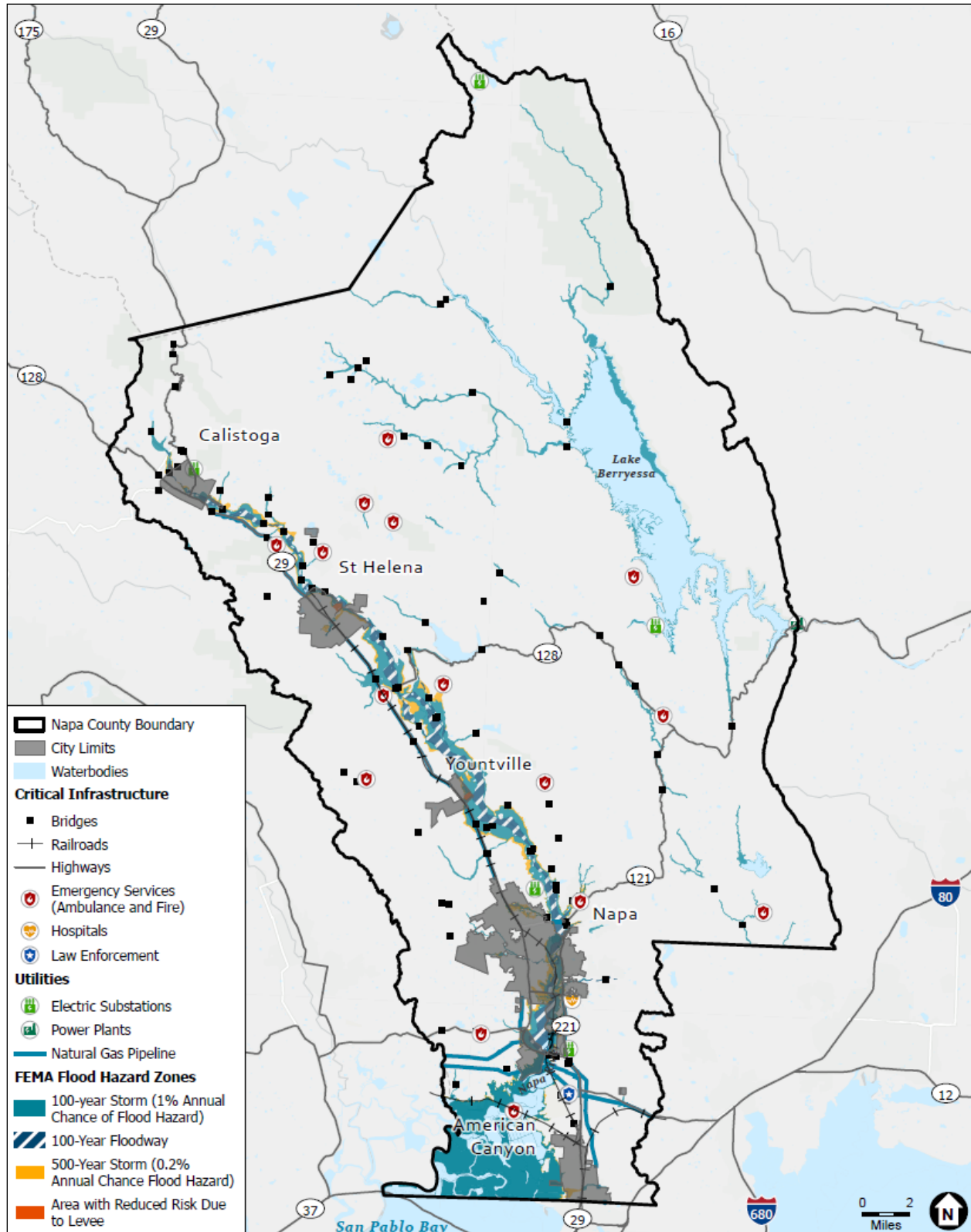


Figure SAF-3
Flood Zones and Critical Infrastructure/Utilities Exposure



- Tsunami.** Seismic sea waves, also known as tsunamis, result most commonly from earthquakes, but can also be caused by landslides or volcanic eruptions. An underwater disturbance close to the coast can result in a tsunami which reaches coastal communities within minutes (USGS, 2018). Strong currents and debris cause much of the damage inflicted by tsunamis and hazardous impacts include drinking water contamination and fires from ruptured gas lines (FEMA 2015). Tsunami hazard area maps from the California Geological Survey within the California Department of Conservation were updated in 2022 and display the most extreme tsunami potential from a variety of projected scenarios. Although the Napa County boundary resides inland from the coast, tsunami waves can travel much farther inland than normal waves. Tsunami waves from the Pacific Ocean can reach the County in areas which border parts of the San Pablo Bay. In the event of a tsunami residents and visitors are advised to move outside the hazard area as soon as possible. The tsunami hazard zones in Napa County lie adjacent to the San Pablo Bay in the southern part of the county surrounding the Napa-Sanoma Marshes Wildlife Area. **Figure SAF-4** maps the tsunami hazard inundation area in Napa County.
- Geologic and Seismic Hazards.** Earthquakes are identified as a priority hazard for Napa County, as five faults could affect the county. All people, property, and environments in the Napa County planning area would be exposed to direct and indirect impacts from earthquakes. **Figure SAF-5** shows the location of fault zones and the underlying quaternary faults near the county. In addition, the severity of an earthquake event could be aggravated by collateral emergencies such as fires, hazardous-material spills, utility disruptions, landslides, transportation emergencies, and potential failure of Napa County dams.

Seismic Faults. Two types of seismic faults exist in Napa County, as shown in Figure SAF-5:

“Normal faults” are those where two parts of the earth’s surface pass by each other.

“Thrust faults” are those where one part of the earth’s surface moves over another.

Earthquakes occur along either type of fault (normal or thrust) when the sideways or up-and-over movement is sudden and dramatic.
- Liquefaction.** Liquefaction occurs when land that is comprised of loose sand and silt shakes and behaves like a viscous liquid. Although most commonly caused by strong earthquakes, soil liquefaction can also result from construction practices such as blasting (USGS, 2016). When liquefaction occurs buildings may sink into the ground or become surrounded by liquefied soil. Liquefaction hazard reduction practices include ground stabilization to drain soil and increase soil density and strengthening of building foundations. **Figure SAF-6** maps the various zones of liquefaction susceptibility in the county.

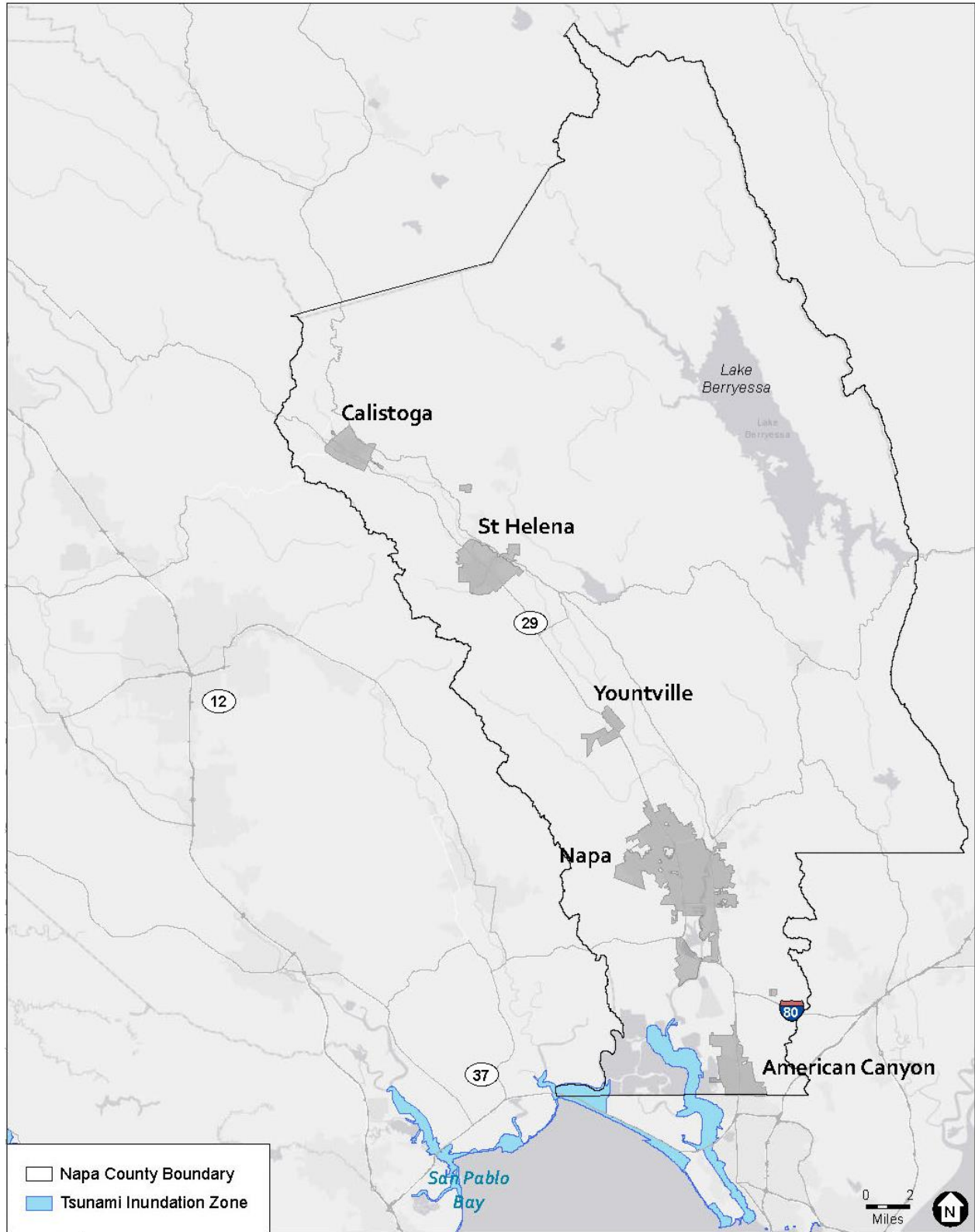


Figure SAF-4 Tsunami Inundation Zones

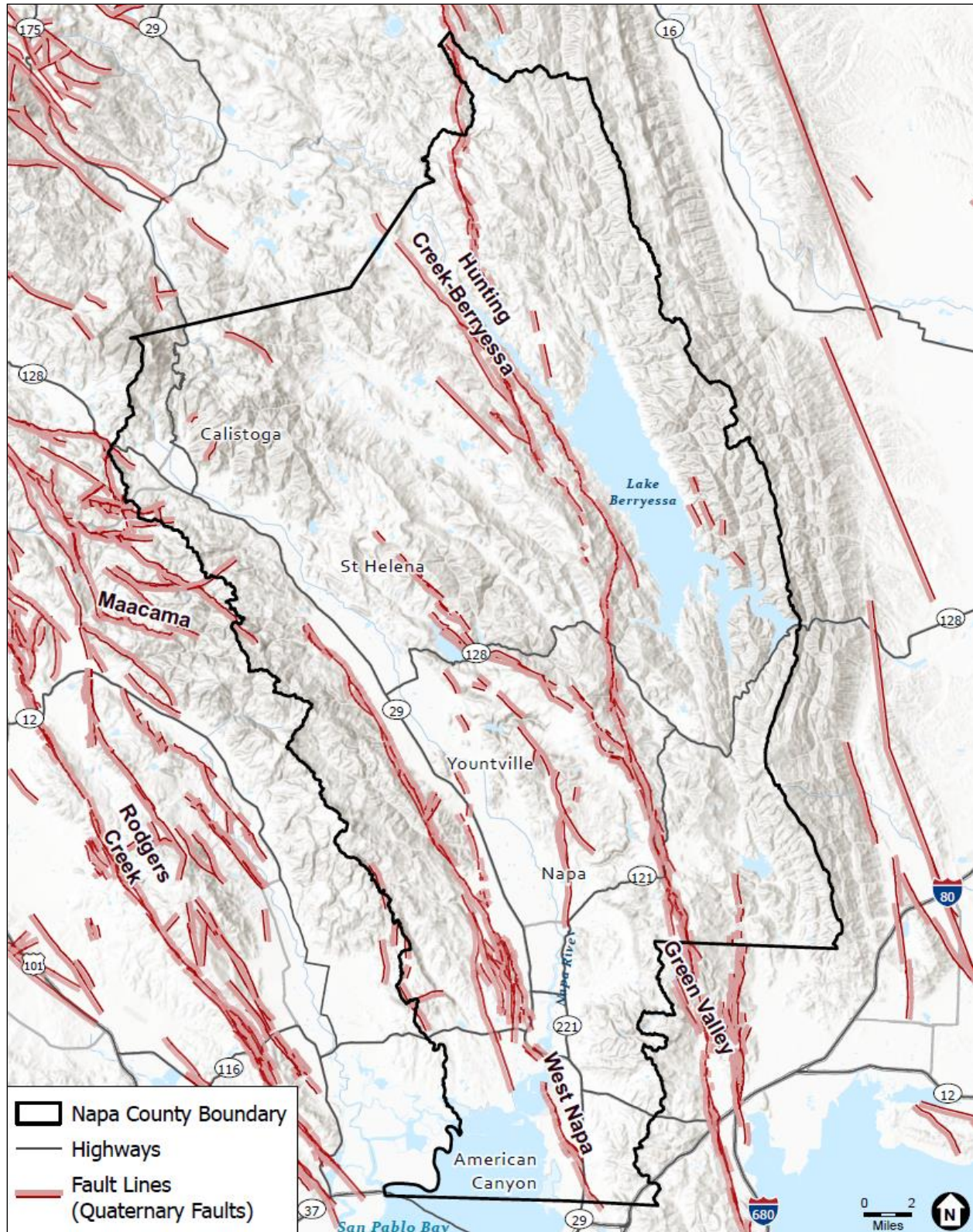


Figure SAF-5
Regional Fault Lines

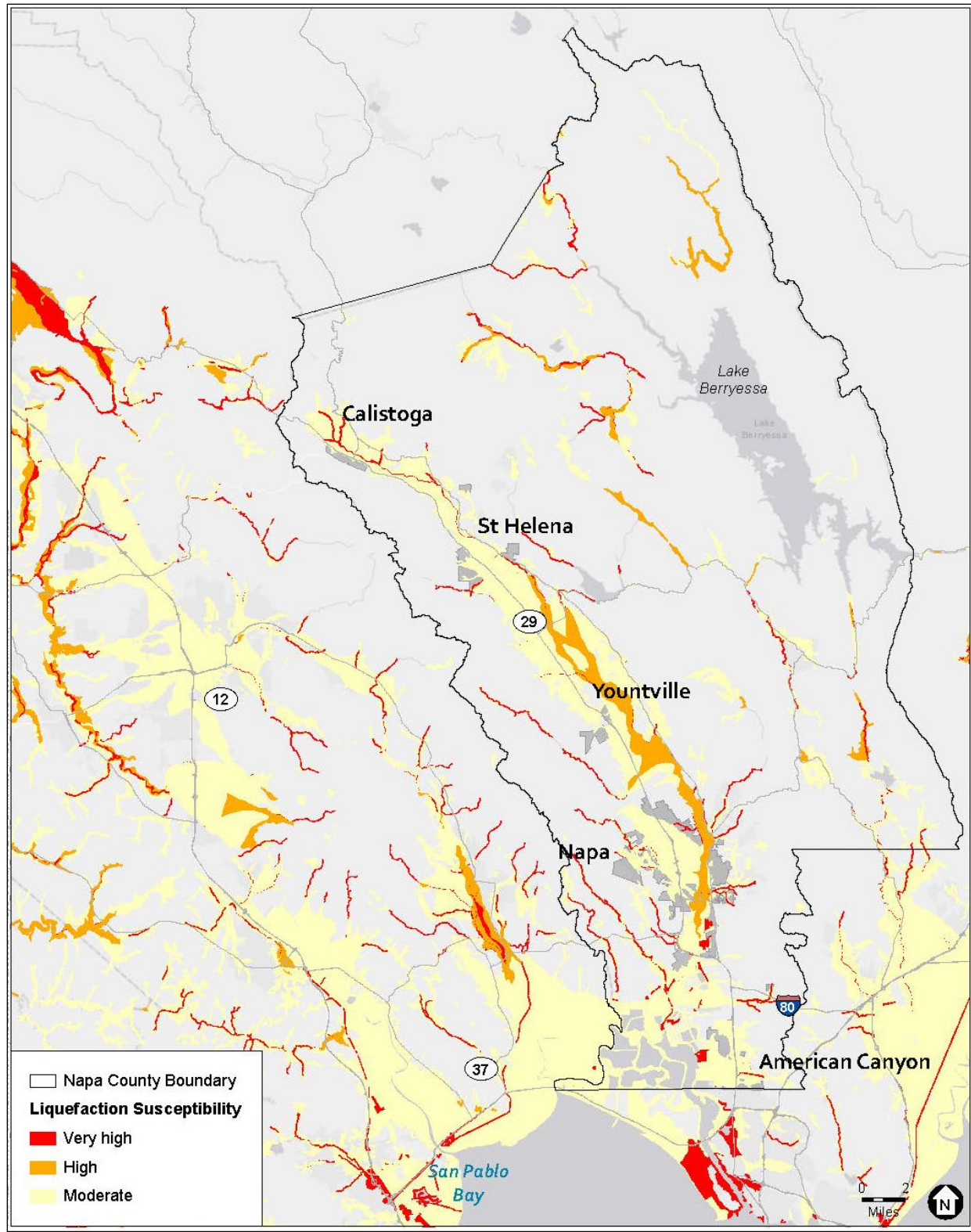


Figure SAF-6
Liquefaction Hazard Zones



- Hazardous Materials.** A “hazardous material” is defined in California Code of Regulations (CCR) Title 22 as a substance or combination of substances that may (1) cause, or significantly contribute to, an increase in mortality or an increase in serious illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed (CCR Title 22, Section 66260.10). Hazardous materials can be found throughout any urban environment. In Napa County, hazardous materials include household hazardous waste; byproducts of industrial manufacturers and providers of diesel, gasoline, propane, lubricants, and compressed natural gas; and pesticides commonly used on vineyards. Areas where historical or ongoing activities have resulted in known or suspected releases of hazardous materials to soil and groundwater, and where current investigation and cleanup activities are located, are monitored by the U.S. Environmental Protection Agency (EPA), California Department of Toxic Substances Control (DTSC), and State Water Resources Control Board (SWRCB). Given the number of waste generators and hazardous materials facilities in Napa County, several federal, state, and local laws, policies, plans, and programs regulate hazardous materials. These laws and associated regulations include specific requirements for facilities that generate, use, store, treat, and/or dispose of hazardous materials. **Figure SAF-7** identifies the approximate locations of all hazardous materials sites from the collective databases regulated and/or maintained by EPA, DTSC, and the SWRCB, including toxic release sites, permitted underground storage tanks, hazardous waste facilities, hazardous waste cleanup sites, and groundwater cleanup sites.
- Pandemic Disease.** The U.S. Centers for Disease Control and Prevention define an “outbreak” as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An “epidemic” is a localized outbreak that spreads rapidly and affects many people or animals in a community. A “pandemic” is an epidemic that occurs worldwide or over a very large area and affects a large number of people or animals. Several major diseases have been found to be present in Napa County: Lyme disease, Rocky Mountain spotted fever, influenza, H1N1 flu, and COVID-19. Although not all will reach the level of pandemic, this Safety Element reviews each of these diseases, which are described in detail in Appendix A, the Safety Element Existing Conditions Report.

On June 15, 2021, Napa County aligned with the California Department of Public Health and the State of California to fully reopen, removing capacity limits and distancing restrictions for most businesses and activities. However, the County and other agencies across the San Francisco Bay Area continue to track a series of health indicators to monitor the impact of COVID-19 on the community. Making such data publicly accessible will ultimately work to assist the decision-making process and help to maintain community safety and a strong, functioning economy.

- Severe Weather.** Napa County experiences impacts from severe-weather conditions such as thunderstorms, powerful winds, heavy rains, hail, and heat waves. All people, property, and environments in the Napa County planning area are exposed to some degree to the impacts of severe-weather events. Populations living at higher elevations with large trees and surrounding power lines may be more susceptible to wind damage and blackouts, while populations in low-lying areas are at risk for possible flooding from increased rainfall. Vulnerable populations such as the elderly, low-income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents of areas isolated from major roads have the potential to suffer to a greater extent during severe-weather events. Because severe-weather events consist of a suite of weather types that have the ability to affect the Napa County community as a whole, the ability to withstand these impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The most common problems associated with severe storms are immobility and loss of utilities.

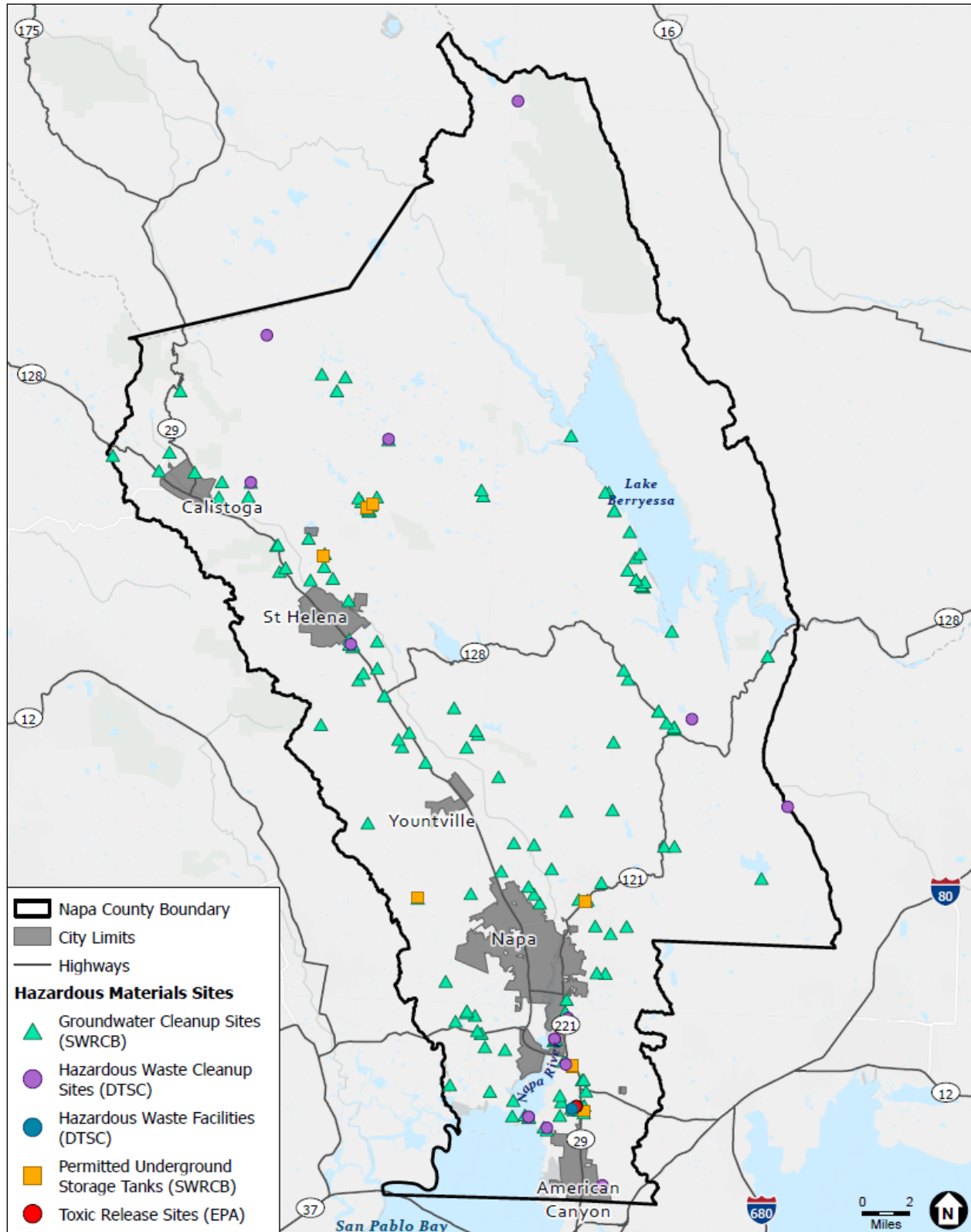


Figure SAF-7
Napa County Hazardous Materials Sites



- Slope Failure.** In Napa County, landslides and slope failure hazards pose a considerable threat to everyday services, including emergency response capabilities and transportation facilities. **Figure SAF-8** shows low, moderate, and high landslide susceptibility and vulnerable facilities in the county's unincorporated areas. Most of the high-susceptibility areas are in the hilly regions bordering the Napa Valley. Landslides are most frequently triggered during periods of high rainfall, which typically occur between November and April in Napa County. Seismic waves from earthquakes can also cause slope failure triggering landslides. Landslides caused by earthquakes are usually located on steeper and longer slopes than those triggered by heavy rainfall (American Geosciences Institute). Hazards are greatest in steeply sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. Slope steepness and underlying soils are the most important factors affecting landslide hazards. However, surface and subsurface drainage patterns also affect landslide hazards, and vegetation removal can increase the likelihood of a landslide (Association of Bay Area Governments, 2018).
- Wildfire Hazard.** Historically, wildland fire risk in Napa County can be attributed to four factors: extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in wildland urban interface (WUI) areas. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for Napa County residents. Ignition sources, or fuels, in the county include grass/oak woodland, 15- to 50-year-old chaparral, redwood forests, and timber more than 50 years old. Critical concerns arise when the dead-to-live ratio of chaparral exceeds 50 percent, and live fuel moisture approaches 60 percent in late summer and early fall (Strategic Fire Plan Sonoma-Lake-Napa Unit, 2017).

Fire Hazard Severity Zones Defined

California law requires the California Department of Forestry and Fire Protection (CAL FIRE) to identify "severity zones" in the state based on the severity of fire hazards that are expected to occur there. Severity zones are identified based on factors such as fuel, slope, and fire weather (CAL FIRE, 2021).

There are three zones, based on increasing fire hazard: medium, high, and very high.

In California, federal, state, local, and tribal organizations all have legal and financial responsibility for wildfire protection. To address jurisdictional responsibilities related to wildfire, in 1981 the California Legislature outlined various wildfire responsibility areas. In Napa County, the most prominent of these responsibility areas are State Responsibility Areas (SRAs) and Local Responsibility Areas (LRAs). **Figure SAF-9** illustrates the fire hazard severity zones in the SRA and the very high fire hazard zones in the LRA for Napa County. (Please refer to the most recent CALFIRE FRAPFHSZ for the most up to date map). The County currently maintains agreements with all the fire agencies in Napa county, Solano, and Sonoma Counties as well as Napa City, American Canyon Fire Protection District, City of St Helena FD, Calistoga City FD, Schell Vista Fire Protection District and Cordelia Fire Protection District for assistance for all emergency incidents.

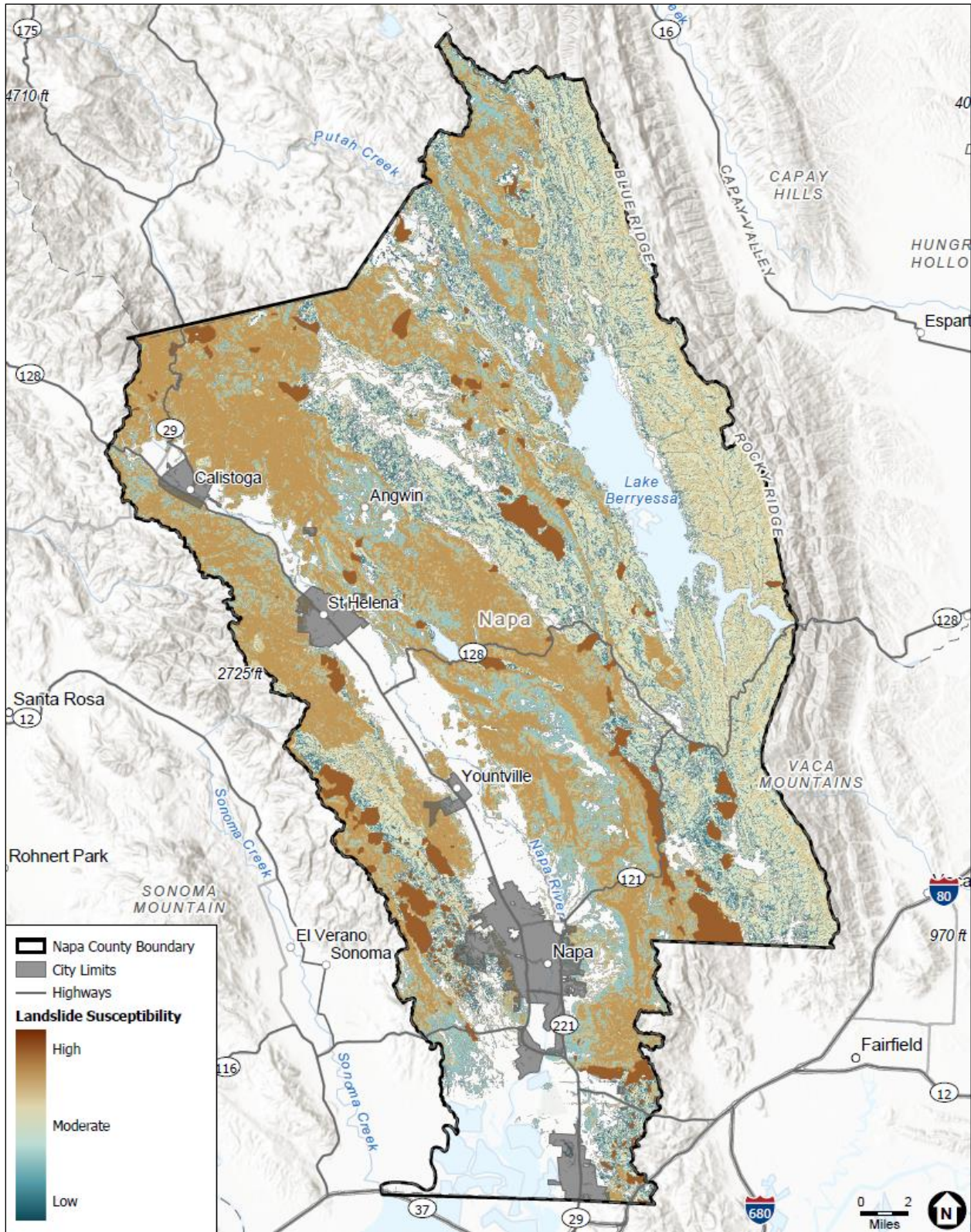


Figure SAF-8
Napa County Landslide Susceptibility

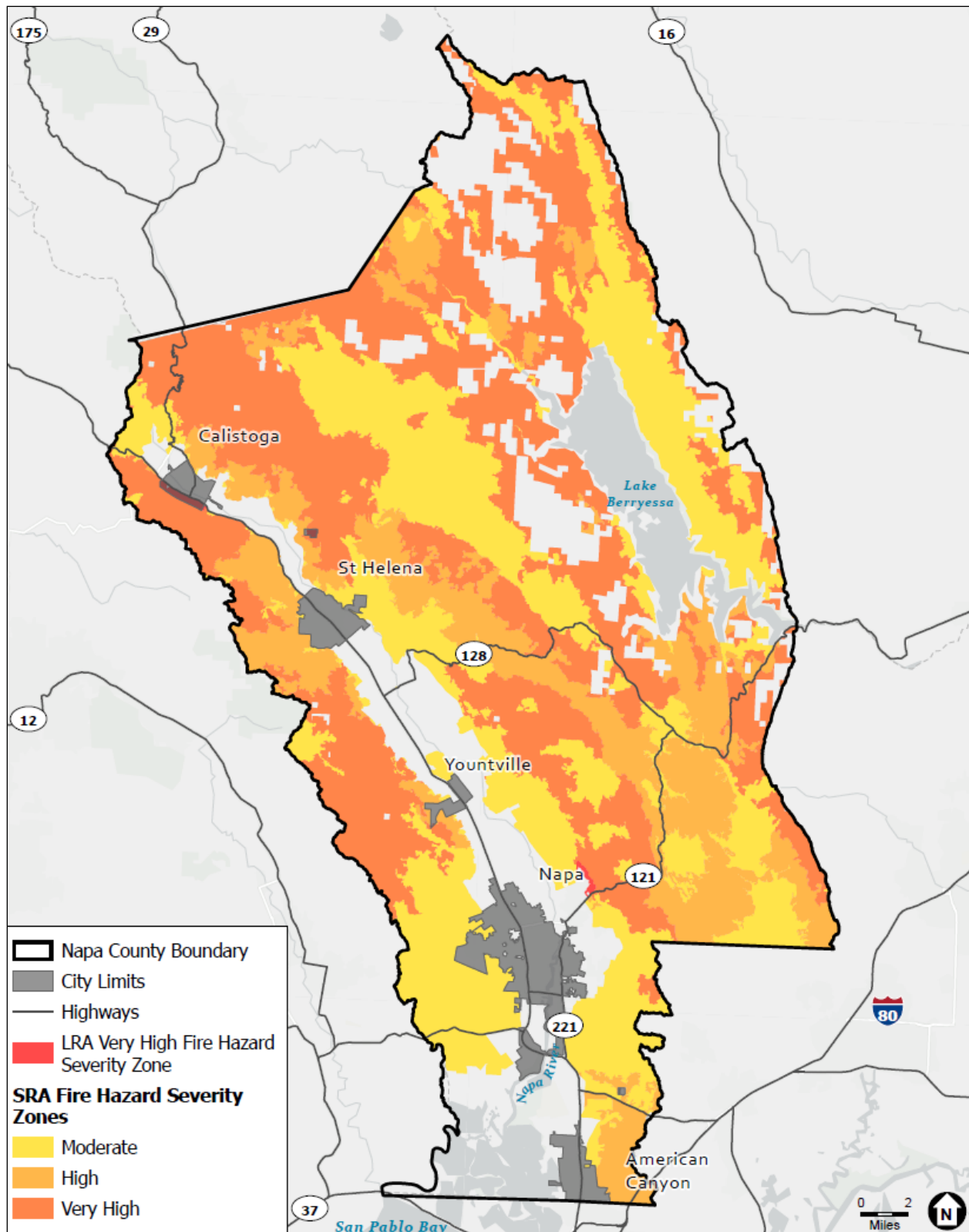


Figure SAF-9
Napa County Fire Hazard Severity Zones



The majority of past wildfire events in Napa County occurred during the summer months (typically June through August). Fire risk will continue to grow if more development is permitted in WUI areas, which increases fuel loads and the risk of human-caused fires. From 2000 to 2019, 10 wildfires—one of which was human-caused—burned more than 1,000 acres in Napa County (Napa County Office of Emergency Services, 2020). In Napa County, wildfires put lives and property at risk and compromise rivers and watersheds, open space, timberland, rangeland, recreational opportunities, historic and cultural assets, scenic resources, and local economies. Wildfire is of greatest concern to populations residing in the moderate, high, and very high fire hazard severity zones. **Figure SAF-10** shows Napa County's fire hazard severity zones, General Plan land uses, and vulnerable infrastructure. With regard to Figure SAF-10, the County currently has no areas lacking emergency service. As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will remain a significant threat to the Napa County community. Climate change is projected to increase this current risk by anywhere from 10 to 20 percent, and the County will need to continue to adapt to this projected increase (Napa County Office of Emergency Services, 2020). This increase could cause additional threats to Napa County and has the potential to affect emergency services, roads, water supplies, housing access, and quality of life. While the County continues to increase its capacity to adapt to wildfire risk, goals and policies in this Safety Element will address site constraints with respect to wildfire hazards and potential impacts on community safety, as well as community education and preparedness.

- **Emergency Preparedness and Evacuation Planning.** Given current climate change, disasters including drought, severe weather, flooding, and other emergencies will likely increase in the coming years, making emergency preparedness even more important. Napa County has several organizations and plans that focus on how best to protect the public and the built environment in the event of a disaster. Disasters can include hazards such as fires, earthquakes, flooding, terrorism, hazardous waste accidents, and public health emergencies. These plans, which are listed throughout the text of the full Existing Conditions Report in Appendix A (including in the Resources section), include not just disaster response, but also recovery after the disaster. Overall, the Napa County Emergency Operations Division oversees the emergency operations plans, called the Concept of Operations Base Plan (CONPLAN). Because of the potential for increased wildfires and flooding in Napa County and the state, and because these types of disasters require coordinated evacuations to save lives, the State of California has enacted two new laws that focus on improvement of evacuation planning. Emergency evacuation—of residents, businesses, and in particular, vulnerable communities—has become an important focus of emergency preparedness. This recently enacted legislation requires that cities update their safety elements to identify and evaluate evacuation routes. AB 747 specifically requires that safety elements be updated to identify evacuation routes and assess the capacity, safety, and viability of those routes under a range of emergency scenarios. SB 99 similarly requires the agencies to identify residential developments in hazard areas that do not have at least two emergency evacuation routes. This information about emergency evacuation routes is shown in the maps found in **Appendix B**. These six maps identify areas and communities with only one access route, particularly in residential areas, and distances to evacuation gateways, or destinations for the three different evacuation scenarios described in Appendix B. The evacuation route analysis in this Safety Element is primarily concerned with (and planning for) wildfires as the cause of emergency evacuations. The County assumes that other natural disasters such as flooding and earthquakes do not require large-scale, concentrated travel over long distances or constrained time frames; response efforts related to these disasters are coordinated by the Emergency Operations Plan.

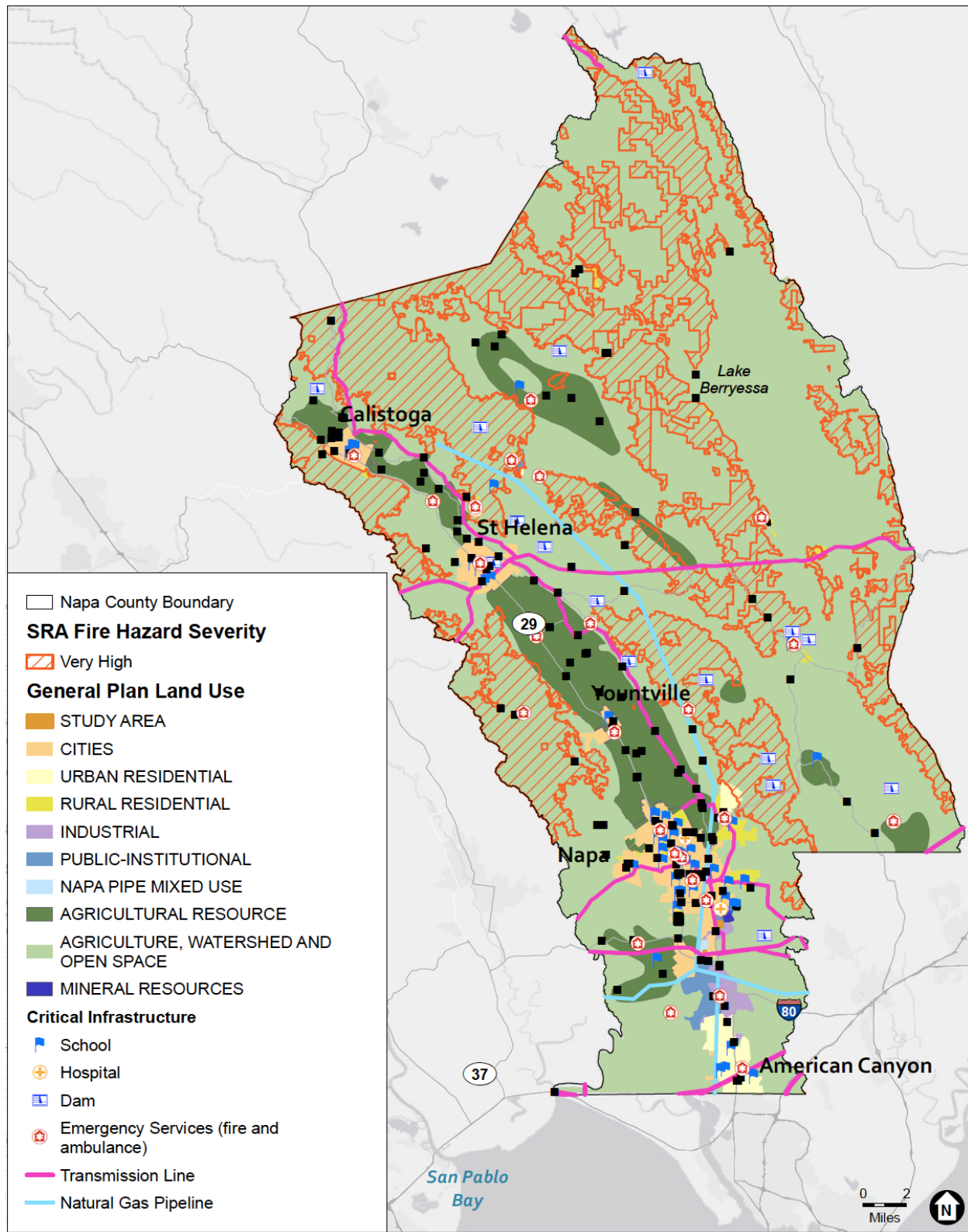


Figure SAF-10

Napa County Fire Hazard Severity Zones, General Plan Land Uses and Vulnerable Infrastructure



SAFETY ELEMENT GOALS AND POLICIES

EMERGENCY PREPAREDNESS

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: **Education programs.** Participate in local, regional, and state education programs regarding fire, flood, and geologic hazards.

Action Item SAF-1.1b: **Safety training.** Work to ensure that all County fire departments and local law enforcement as well as other emergency office staff identify potential hazardous and cascading hazardous events and perform regular trainings biannually.

Action Item SAF-1.1b: Policy SAF-1.2: **Provide up-to-date information.** Individuals and businesses should have access to up-to-date information which allows them to collaborate with regional agencies and community-based organizations to expand communications, to improve hazard preparation and response, and be able to make informed decisions about potential safety hazards and the level of risk they are willing to accept.

Policy SAF-1.2: Policy SAF-1.3: **Evaluate safety hazards.** The County shall evaluate potential safety hazards when considering General Plan Amendments, rezoning, or other project approvals (including but not limited to new residential developments, roads or highways, and all structures proposed to be open to the public and serving 50 persons or more) in areas characterized by:

- 1) Slopes over 15 percent,
- 2) Identified landslides,
- 3) Floodplains,
- 4) Medium or high fire hazard severity,
- 5) Former marshlands, or
- 6) Fault zones.

Policy SAF-1.4: **Perform post-disaster evaluation.** Following disasters conduct an evaluation of redevelopment, particularly after large fires.



~~Policy SAF-1.3:~~**Policy SAF-1.5: Provide for continued high level of service.** Encourage intergovernmental and regional cooperation directed toward providing for a continuing high level of public services and coordination of services during a disaster.

~~Policy SAF-1.4:~~**Policy SAF-1.6: Develop intra-county evacuation routes.** The County shall cooperate with other local jurisdictions to develop intra-county evacuation routes to be used in the event of a disaster within Napa County.

~~Policy SAF-1.5:~~**Policy SAF-1.7: Plan for self-sufficiency.** Planning and outreach should recognize that Napa County may be cut off from surrounding areas following a natural disaster and may need to be self-sufficient in terms of providing emergency services, information, and support to residents and businesses.

~~Policy SAF-1.6:~~**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.

~~Policy SAF-1.9:~~ **Assessment of future emergency service needs.** Prepare an assessment and projection of future emergency service needs as part of the County's future 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.

~~Policy SAF-1.10:~~ **Increase workforce housing.** Support increasing the supply of workforce housing. Sufficient workforce housing will likely increase the number of Napa County's first responders living locally, allowing them to be immediately available in the event of a disaster or other emergency.

~~Policy SAF-1.7:~~**Policy SAF-1.11: Update evacuation routes.** In the next update to the MJHMP identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

Note to the Reader: Please refer to the Housing Element for policy and programs related to workforce housing development and worker proximity housing programs.

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 uses destroyed by hazards or natural disasters as soon as reasonable.

~~Policy SAF-2.1:~~ **Engage private sector in disaster response and recovery.** The County encourages the involvement of the private sector in disaster response and post-disaster recovery efforts.

~~Policy SAF-2.2:~~ **Utilize diverse communication technologies.** The County supports the use of communication technologies to transmit information to other agencies and the public during emergencies, including:

- Nixle emergency alert system.



- Integrated Public Alert and Warning System (IPAWS).
- Social media operated by Napa County, the Napa County Sheriff's Office, the Napa County Fire Department, and other public safety agencies and municipalities.
- Other systems to provide outreach to residents without telephone or Internet service.

Policy SAF-2.3:

Maintain structural and operational integrity of essential public services. The County will seek to maintain the structural and operational integrity of essential public services during flooding events and other natural disasters, including through the location of new essential public facilities outside of flood hazard zones when feasible. All critical public infrastructure intended for emergency use shall be provided with a source of alternate power.

Policy SAF-2.4:

Expedite disaster recovery programs. The County's emergency services program shall be authorized to review and expedite implementation of appropriate federal, state, regional, and local disaster recovery programs. This may include but not be limited to:

- Preparation of potential mass care facilities;
- Hospital reserve disaster inventory modules;
- Packaged disaster hospitals;
- Disaster assistance centers;
- Multipurpose staging areas;
- Emergency water, food, and medical supplies;
- Instruction leaflets;
- Emergency operating centers; and
- Emergency broadcast systems.

Policy SAF-2.5:

Protect the frail during hazard events. The County shall work with municipalities, emergency response providers, and others to develop plans and procedures for identifying frail individuals during weather emergencies (including heat waves, storms, and floods), and to mobilize resources for providing transport, shelter, or other assistance as needed.

Policy SAF-2.6:

Maximize Nixle registrations. Maximize citizen registration on Nixle to provide consistent emergency and community notifications and ensure the greatest reach possible.

Policy SAF-2.7:

Address mental health in emergency planning. Mental health interventions and programs should be considered in any updates to the County's emergency services planning process. The County should work with the Napa County Department of Health and Human Services Agency to identify persons who may require special assistance or counseling related to emergency situations, including residents and workers. To the extent the County is aware of special needs populations that require special assistance following a disaster, responders should be made aware of these populations and implement programs to reach out to them.

Action Item SAF-2.7a: **Community mental health and physical preparedness survey.** Working with the Napa County Department of Health and Human Services Agency and Office of Emergency Services, prepare and disseminate a survey to all residents and workers or a subset (e.g., vulnerable communities, frontline workers) before



Natural Hazards Awareness Week to raise awareness and gather information related to the community's mental and physical preparedness surrounding the issue of climate change and emergency preparedness. The findings of this survey will help to inform the materials presented during Natural Hazards Awareness Week and other programs.

Policy SAF-2.8: **Increase seismic resistance for critical facilities.** Consistent with state and federal requirements, critical facilities should be provided with additional earthquake resistance and damage control to allow such facilities to remain operational after a disaster.

Policy SAF-2.9: **Disseminate emergency planning information.** The Agricultural Commissioner will coordinate with the Napa County Farm Bureau 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.

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:

- Increase capacity through the use of contraflow lanes or shoulders.
- Manage traffic control, including through turn restrictions and route or ramp closures, to maximize outflows from evacuation areas.
- Clear fire-induced road closures more quickly.
- Prohibit or restrict street parking on high-hazard days.
- Continually improve communication systems and implement strategies that improve disaster alerts.
- Instigate dynamic route guidance and monitoring.
- Implement phased evacuations.
- Promote reductions in vehicle volumes during evacuations, such as by encouraging households to use only one vehicle to evacuate.
- Closely monitor power issues that could affect traffic signals and slow down evacuations.

Action Item SAF-2.10a: Update municipal code and street codes for fire safety. Update municipal and street codes to utilize minimum standards of fire safe codes and measures for access/evacuation routes.

Action Item SAF-2.10b: Mitigation measures for evacuation routes. Establish mitigation measures and improvement plans for inadequate evacuation routes.

Action Item SAF-2.10a:

Policy SAF-2.11: **Provide evacuation information to residents, businesses and tourists.** To improve emergency preparedness, inform residents, at-risk populations, businesses and tourists before large-scale evacuations regarding shelter locations, evacuation routes, defensible space, and procedures for storing valued items or taking such items with them.



- Policy SAF-2.12: **Require emergency action planning for single-access neighborhoods.** Work with every community identified as having only one access route to complete an emergency action plan, using guidance from the Napa County Office of Emergency Services.
- Policy SAF-2.13: **Require emergency action planning for communities exposed to fire and flooding.** Work with every community identified as at-risk to wildfire or flooding to complete an emergency action plan, using guidance from the Napa County Office of Emergency Services.
- Policy SAF-2.14: **Require emergency action planning for residential care and assisted living facilities.** Require all residential care and assisted living facilities to produce an emergency action plan, to ensure that these facilities are well prepared for a disaster and have alternative access plan and evacuation routes to protect vulnerable people during a disaster.
- Policy SAF-2.15: **Require emergency action planning for all critical facilities.** Require all critical facilities to produce an emergency action plan, to ensure that these facilities are well prepared for a disaster and are accessible during emergencies.
- Policy SAF-2.16: **Conduct hardening and redundancy for public safety buildings.** Conduct hardening for security and build redundant (power and other) capability into public safety buildings.
- Policy SAF-2.17: **Modify evacuation orders as appropriate for agricultural protection.** To protect agricultural resources, work with CAL FIRE to modify evacuation orders when advisable to allow farmers to reenter areas to save crops that could be lost during long-term evacuations.
- Policy SAF-2.18: **Limit development to protect life and property from dam failure and wildfires.** Review all new development proposals relative to dam failure inundation maps and areas subject to wildfire to recommend denial of or limits on development if necessary to protect life and property.
- Policy SAF-2.19: **Require dam operators to maintain regularly updated emergency action plans.** To reduce the risks of loss of life and property from dam failure, require all dam operators to maintain and regularly review and update their emergency action plans for all high- and significant-hazard potential dams for Napa County.
- Policy SAF-2.20: **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 wildland urban interface areas.
- Action Item SAF-2.20a: **Assessment of roads.** Bi-annually, 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.
- Action Item SAF-2.20b: **Evacuation routes in dense rural communities.** 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.
- Policy SAF-2.21: **Install backup generators in public facilities.** Install backup power generators for fire stations, pump houses, emergency shelters, and cooling centers.



- Policy SAF-2.22: **Agricultural disaster management.** Encourage addressing disaster management issues within the agricultural sector at more localized levels.
- Policy SAF-2.23: **Provide farmworkers with emergency protection resources.** Provide resources to protect farmworkers (e.g., facilities, education) in the event of an emergency situation such as a wildfire, extreme heat, extreme weather, flooding, or an earthquake.
- Policy SAF-2.24: **Offer agricultural training and networking resources.** Offer agricultural disaster training and networking opportunities for farmers and agricultural regulatory agencies.
- Policy SAF-2.25: **Develop a “Natural Hazard Awareness Week” campaign to educate and prepare community members.** In collaboration with the Napa Valley Community Organizations Active in Disaster, the Napa County Office of Emergency Services, and other interested County agencies, develop a “Natural Hazard Awareness Week” campaign and conduct corresponding outreach to the community and all interested parties. Activities will focus on flooding, earthquakes, and other natural hazards, including associated hazard functions, governing laws/regulations, mitigation strategies, and precautions. Outreach will also be conducted throughout the year, wherever possible.
- Policy SAF-2.26: **Coordinate with utility agencies when developing climate action plans.** Coordinate with utility agencies (such as the Napa Sanitation District) when developing climate action plan adaptations.
- Policy SAF-2.27: **Work with organizations to enhance disaster communication processes.** Continue to work and collaborate with the Napa Valley Community Organizations Active in Disaster to enhance communication in the event of a disaster.
- Policy SAF-2.28: **Provide an informational sheet outlining agency responsibilities and hierarchy during disaster management.** The Napa County Office of Emergency Services shall create, and then provide to all agencies and community-based organizations with responsibilities for emergency response, an informational sheet designating the hierarchy and specific roles and responsibilities of each agency or organization when responding to a disaster. This is to prevent confusion and inefficiency during disaster response.

DROUGHT

Goal SAF-3: To reduce the impacts caused by drought for residents and the business community.

Policy SAF-3.1: **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.

Policy SAF-3.4: **Continue to invest in programs that promote water conservation in Napa County’s agricultural industry.** Continue collaboration efforts between the Agricultural Commission, Napa County Groundwater Sustainability Agency, Napa County Resource Conservation District, University of California Cooperative Extension for Agriculture and Natural Resources, and the agricultural industry to develop actions and invest in programs that lead to increased water conservation and sustainability in Napa County’s vineyards, wineries, and farmland.



~~Policy SAF-3.2:~~~~Policy SAF-3.3:~~ **Water monitoring devices.** Install water monitoring devices on government-owned facilities.

~~Policy SAF-3.3:~~~~Policy SAF-3.4:~~ **Plant drought tolerant landscaping at public facilities.** Install drought tolerant landscaping at government-owned facilities.

~~Policy SAF-3.4:~~~~Policy SAF-3.5:~~ **Update water conservation policies for landscaping.** Amend or revise water conservation regulations for landscape design.

~~Policy SAF-3.5:~~~~Policy SAF-3.6:~~ **Outdoor watering conservation ordinance.** Adopt a new water conservation ordinance for commercial and residential land uses limiting outdoor watering.

GEOLOGIC AND SEISMIC

Goal SAF-4: To the extent reasonable, protect residents and businesses in the unincorporated area from hazards created by earthquakes, landslides, and other geologic hazards.

Policy SAF-4.1: **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. Geologic studies shall identify site design (such as setbacks from active faults and avoidance of on-site soil-geologic conditions that could become unstable or fail during a seismic event) and structural measures to prevent injury, death and catastrophic damage to structures and infrastructure improvements (such as pipelines, roadways and water surface impoundments not subject to regulation by the Division of Safety of Dams of the California Department of Water Resources) from seismic events or failure from other natural circumstances.

Action Item SAF-4.1a: **Make updated maps publicly available.** Updated maps should be made available to the public at County offices, on the County's Web site, and through other appropriate channels.

Policy SAF-4.2: **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 which can promote earth movement.

Policy SAF-4.3: **Prohibit extensive grading where geological hazards are present.** No extensive grading shall be permitted on slopes over 15 percent where landslides or other geologic hazards are present unless the hazard(s) are eliminated or reduced to a safe level.

Policy SAF-4.4: **New hillside parcels shall be large enough for site flexibility.** Newly created hillside parcels shall be large enough to provide flexibility in finding a stable buildable site and driveway location.



- Policy SAF-4.5: **Prohibit road dedication where geological hazards would require excessive county maintenance.** The County shall not accept dedication of roads (a) on or jeopardized by landslides, (b) in hilly areas, or (c) in areas subject to liquefaction, subsidence, or settlement, which, in the opinion of the Public Works Department, would require an excessive degree of maintenance and repair costs.
- Policy SAF-4.6: **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.
- Policy SAF-4.7: **Regular review of slope failure maps.** Regularly update maps identifying all areas subject to slope failure, including locations of critical facilities and infrastructure that could be affected by the slope failure. This information can be used for improvement of public education and awareness, planning and public works projects, and development of a warning system.
- Policy SAF-4.8: **Slope stabilization projects.** Implement slope stabilization projects in the highest risk areas.
- Policy SAF-4.9: **Private critical facilities shall evaluate and address geological hazard resilience.** Encourage privately owned critical facilities (e.g., churches, hotels, other gathering facilities) to evaluate the ability of the buildings to withstand earthquakes and to address any deficiencies identified.
- Policy SAF-4.10: **Seismic retrofitting for county-owned critical facilities.** Retrofit County-owned critical facilities and buildings, increasing their capability to withstand earthquakes and liquefaction.
- Policy SAF-4.11: **Update and enforce seismic building codes.** Adopt and enforce updated building codes to reduce earthquake damage to structures.

DISEASE AND PANDEMIC

- Goal SAF-5:** It is the goal of Napa County to be prepared to effectively respond to an outbreak or disease.
- Policy SAF-5.1: **Upgrade existing hospitals.** Increase the capacity of existing hospitals through retrofits or upgrades with enhanced heating, ventilation, and air conditioning systems and isolation wings.
- Policy SAF-5.2: **Disseminate outbreak and disease information to agriculture sector.**—Enlist the assistance of the Napa County Farm Bureau and other agricultural organizations to disseminate information and guidance to the agricultural sector regarding outbreaks and disease.
- Policy SAF-5.3: **Disease resources for vulnerable communities.** Focus education and health resources for disease control on the most vulnerable communities, which may include elderly residents, people with disabilities, African Americans, Latinx people, Pacific Islanders, and lower-income households. Provide all communication in multiple languages as needed by the population.



Policy SAF-5.4: **Update insect identification and pest programs.** Collaborate with regional agencies and organizations to expand and improve insect identification and pest programs.

WILDFIRE

Goal SAF-6: It is the goal of Napa County to effectively manage forests and watersheds, and to protect homes and businesses from fire and wildfire and minimize potential losses of life and property.

Policy SAF-6.1: **Collaborate with other agencies for implementation of wildfire and hazard plans.** The County shall work with other agencies and organizations to implement the Community Wildfire Protection Plan (2021) and Multi-Jurisdictional Hazard Mitigation Plan (2021).

Policy SAF-6.2: **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.

Action Item SAF-6.2a: **Update municipal code per state fire protection code.** Review and update the 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.

Policy SAF-6.2:Policy SAF-6.3: **Coordinate with fire agencies to plan for fire prevention and suppression needs.** The County shall coordinate with CAL FIRE and fire agencies in neighboring counties to plan for future fire prevention and suppression needs including identifying future water supply for fire suppression needs.

Policy SAF-6.3:Policy SAF-6.4: **Minimize hazards in high wildland fire hazard areas.** Avoid or minimize new residential development in the VHFHSZ. If new development occurs within the VHFHSZ's the County will ensure the most current State and Local Fire Regulations and Codes will be applied such as the State Fire Safe Regulations, Fire Codes, Defensible Space and utilize the most current State Home Hardening recommendations.

Action Item SAF-6.3a:Action Item SAF-6.4a: **Develop standards for development in high fire hazard severity areas.** Develop site criteria and construction standards for development in high fire hazard areas and adopt standards to restrict urbanizing these areas as defined in Policy AG/LU-27 unless adequate fire services are provided.

Action Item SAF-6.3b:Action Item SAF-6.4b: **Implement "Napa Firewise."** Continue to implement "Napa Firewise" through information and education programs, community outreach, and fuel modification.

Note to the Reader: Please refer to the Agricultural Preservation and Land Use Element for policy related to the reconstruction of uses destroyed by fire or natural disaster.

Policy SAF-6.4:Policy SAF-6.5: **Support prescribed fuel management programs.** The County supports the use of prescribed fuel management programs, including prescribed burns and brush clearing, for managing fire hazardous areas; to reduce wildfire hazard, improve watershed capabilities, promote wildlife habitat diversification, and improve grazing.



Note to the Reader: Please also refer to Policy CON-11 for related policy statements on this topic.

Policy SAF-6.5:Policy SAF-6.6: Meet or exceed fire safety standards for county buildings and roads.

The County should set a good example and meet or exceed fire safety standards and defensible space requirements for all County buildings and roads.

Policy SAF-6.6:Policy SAF-6.7: 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-6.6a:Action Item SAF-6.7a: 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.

Policy SAF-6.7:Policy SAF-6.8: New development compliance with fire safety standards. All new development shall prepare a fire protection plan that complies with established fire safety standards. Ingress and egress will be constructed utilizing the most current State Fire Safe Regulations, Fire Code and or County Code that meets these minimum requirements. Fire protection plans shall be referred to the appropriate fire agency and other public agencies for comment as to:

- 1) Risk analysis.
- 2) Location of anticipated water supply.
- 4)3) Adequacy of water supply for new development (i.e. maintenance and long-term integrity).
- 4) Adequacy of fire flow (gallons per minute) to extinguish a fire at the proposed development.
- 2)5) Fire response capabilities including site design for fire department access in and around structures.
- 3)6) Ability for a safe and efficient fire department response.
- 4)7) Traffic flow and ingress/egress for residents and emergency vehicles.
- 5)8) Fire safety requirements including site-specific built-in fire protection, defensible space, infrastructure, building ignition resistance, and fuel modification.
- 9) Mitigation measures and design considerations for non-conforming fuel modification.
- 10) Potential impacts to emergency services and fire department response.
- 11) Maintenance of vegetative clearance on public and private roads.
- 6)12) Wildfire education maintenance and limitations.

Policy SAF-6.8:Policy SAF-6.9: Preserve and maintain fire prevention techniques. The County shall preserve and maintain existing fire trails, defensible space, and community fire breaks.

Policy SAF-6.10: Maintain fire breaks. The county will work with CalFire, Fire Safe Councils, public works, fire districts and any other community organizations to ensure that the fire breaks will be maintained; seek grant money – both Federal and State, to secure grant moneys to fund fire breaks and their its-long-term maintenance.



~~Policy SAF-6.9:~~**Policy SAF-6.11: Utilize guidance from the community protection plan.** Implement the guidance found in the Community Wildfire Protection Plan, and continue to work with the Napa Communities Firewise Foundation to implement new programs and techniques as the plan changes.

~~Policy SAF-6.10:~~**Policy SAF-6.12: Address and mitigate human causes of ignition.** Focus on human causes of ignition and address the problem through education and enforcement actions. Develop mitigation related resources for residents in high-hazard areas, including resources and best-practice guides for fuel reduction and building material retrofits.

~~Policy SAF-6.11:~~**Policy SAF-6.13: County chipper program.** Continue the County Chipper Program and monitor the success of the program for improvement or expansion.

~~Policy SAF-6.12:~~**Policy SAF-6.14: Assist private property owners with fuel reduction.** Continue and expand technical assistance to private property owners to implement fuel reduction around their homes and businesses. Develop and conduct a defensible space community education program with specific programs for populations deemed at-risk.

~~Policy SAF-6.13:~~**Policy SAF-6.15: Regularly update county defensible space ordinance.** Update the County's defensible space ordinance regularly as necessary to meet or exceed the CAL FIRE defensible space ordinance.

~~Policy SAF-6.14:~~**Policy SAF-6.16: Support neighborhood-based Firewise councils.** Foster and form neighborhood-based firewise councils, using grant funding to support their operation.

~~Policy SAF-6.15:~~**Policy SAF-6.17: Retrofit critical public safety infrastructure.** Retrofit critical public safety infrastructure with fire resistant materials and maintain defensible space around structures.

~~Policy SAF-6.16:~~**Policy SAF-6.18: Conduct prescribed burns.** Conduct prescribed burns as part of a wildfire mitigation strategy.

~~Policy SAF-6.17:~~**Policy SAF-6.19: Fire resilient retrofitting for care facilities.** Require care facilities (adult care, childcare) to retrofit with fire-resistant materials when upgrading and require facilities to maintain defensible space around their structures.

~~Policy SAF-6.18:~~**Policy SAF-6.20: Vegetation management projects.** Complete vegetation management projects as prescribed in the Community Wildfire Protection Plan.

~~Policy SAF-6.19:~~**Policy SAF-6.21: Construct fuel breaks and roadside treatment projects.** Construct shaded fuel breaks and complete roadside treatment projects as prescribed in the Community Wildfire Protection Plan.

~~Policy SAF-6.20:~~**Policy SAF-6.22: Require proper addressing and signage.** All streets and homes shall have proper addressing and signage in compliance with Napa County Fire Department to assist in wildfire emergencies.

~~Policy SAF-6.21:~~**Policy SAF-6.23: Move utility lines underground.** Work with utility providers to move aboveground lines underground.

~~Policy SAF-6.22:~~**Policy SAF-6.24: Improve egress in wildland urban interface areas.** Construct or improve egress for wildfire emergencies in wildland urban interface areas.

~~Policy SAF-6.25:~~**Farmworker wildfire education.** Coordinate with the Napa County Farm Bureau to train farmworkers and increase their situational awareness in the event of a wildfire.



Policy SAF-6.26: **Location of public facilities.** With the exception of fire stations, where location is based on a variety of factors, all essential public facilities shall be located outside high fire risk areas, where feasible.

Policy SAF-6.27: **Implement fire safety and evacuation recommendations.** The County shall implement recommendations to improve fire safety and evacuation within existing subdivisions with only point of egress, pursuant to recommendations provided by the Board of Forestry and Fire Protection.

Action Item SAF-6.27a: **Mitigate non-conforming development.** Mitigate existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazards.

Policy SAF-6.23: —

FLOODING

Goal SAF-7: To protect residents and businesses from hazards caused by flooding.

Policy SAF-7.1: **Evaluate construction in new flood plains.** New construction in flood plains shall be evaluated and placed above the established flood elevation or flood-proofed to minimize the risks of flooding and provide protection to the same level as required under County's Floodplain Management Ordinance.

Policy SAF-7.2: **Maintain areas subject to flooding in agricultural or open spaces.** The County recognizes that agricultural open space also serves a valuable purpose in promoting safety, and that maintaining areas subject to flooding in agricultural or open space uses minimizes the impacts of flooding on homes and businesses.

Note to the Reader: Please refer to Figure SAF-3 in this Safety Element for a map of areas subject to flooding.

Policy SAF-7.3: **Review potential flood impacts for new proposed projects in a floodway.** The review of new proposed projects in a floodway as mapped on the County's Flood Insurance Rate Maps (FIRM)¹ (Figure SAF-3) shall include an evaluation of the potential flood impacts that may result from the project. This review shall be conducted in accordance with the County's FEMA approved Flood Plain Management Ordinance, incorporated herein by reference, and at minimum include an evaluation of the project's potential to affect flood levels on the Napa River; the County shall seek to mitigate any such effects to ensure that freeboard on the Napa River in the area of the Napa River Flood Protection Project is maintained.

Policy SAF-7.4: **Review development proposals with reference to dam failure.** Development proposals shall be reviewed with reference to the dam failure inundation maps in order to determine evacuation routes.

Policy SAF-7.5: **Ensure proper maintenance and repairs for dams and levees.** Dam and levee maintenance is considered by the County to be the responsibility of the owner/operator

¹ Flood Insurance Rate Map, Napa County, California, Map Number 06055CIND0A (index sheet), Effective Date: September 26, 2008



of each dam and/or levee. The County will support other agencies in their efforts to ensure that proper maintenance and repairs are accomplished.

- Policy SAF-7.6: **Mitigate flood risk in areas not under protection from Measure A.** Mitigate flood risk for flood-prone residential structures in areas not receiving direct protection from the Measure "A" Flood Project.
- Policy SAF-7.7: **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.
- Policy SAF-7.8: **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.
- Policy SAF-7.9: **Maintain warning gauges on local dams.** Construct, install, and maintain warning gauges on local dams as the opportunity or need arises.
- Policy SAF-7.10: **Create an inventory to replace culverts.** Create an inventory and priority list to replace culverts, taking into account fish passage, flood depth reduction, and future losses avoided.
- Policy SAF-7.11: **Improve dam risk assessments.** Improve risk assessments for dams located within the county.
- Policy SAF-7.12: **Farm work centers in flood risk areas.** Relocate farm work centers from flood risk areas.
- Policy SAF-7.13: **Retrofit bridges and culverts.** Elevate and or retrofit bridges and culverts to allow proper 100-year flows of stormwater.
- Policy SAF-7.14: **Improve stormwater basins.** Construct and/or improve stormwater basins countywide to accomplish 100-year protection.
- Policy SAF-7.15: **Reduce floodplain risk through regulatory standards.** Adopt higher regulatory standards as means of reducing future flood risk and supporting a *no-adverse-impact* philosophy of floodplain management.
- Policy SAF-7.16: **Elevate new structures above 100-year flood level.** Require all new or substantially improved structures to be elevated higher than the 100-year flood to provide a margin of safety for extreme weather events and short-term effects of sea level rise.
- Policy SAF-7.17: **National insurance flood insurance floodplain maps.** Ensure that all new and revised National Insurance Flood Insurance floodplain maps depict how the floodplain will change over time, especially concerning sea level rise. Communities and developers rely on these maps to guide siting, design, and construction of all housing, commercial development, and public infrastructure and these depicted floodplains should be areas where development is restricted (with elevation required) or prohibited.

Note to the Reader: The Conservation Element should also be consulted for policies related to short- and long-term erosion control on construction sites, vineyards, and other projects.



SEVERE WEATHER

Goal SAF-8: To reduce the impacts caused by severe weather events for residents and the business community.

Policy SAF-8.1: **Resources for vulnerable populations.** Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.

Policy SAF-8.2: **Informational campaign for 72-hr kits.** Develop a public information campaign on the details and benefits of 72-hour kits.

Policy SAF-8.3: **Procure backup generators for public meeting spaces.** Procure backup generators in the event that public meeting spaces such as community centers or town halls will be used as emergency command centers. Perform regular maintenance on generators at water treatment plants.

HAZARDS FROM HUMAN ACTIVITIES

Goal SAF-9: To protect residents and businesses from hazards caused by human activities.

Policy SAF-9.1: **Policy development for electromagnetic field safety.** The County shall continue to monitor research being conducted under the auspices of the California Public Utilities Commission (CPUC) to define acceptable levels of exposure to electromagnetic fields (EMF). Once a specific numerical standard for EMF exposure has been adopted by the CPUC, the County's policy shall be that residential development (and other sensitive land uses such as schools, hospitals, childcare sites) that would expose persons to EMF which exceeds the standard should generally not be permitted.

Policy SAF-9.2: **County shall contribute to the location of new or relocated electrical transmission lines.** The County shall seek to be part of the decision-making process for the location of new or relocated electrical transmission lines in order to ensure that line locations are coordinated with the County's land use plans and aesthetic policies.

Policy SAF-9.3: **Consider potential hazards resulting from the release of liquids.** Potential hazards resulting from the release of liquids (wine, water, petroleum products, etc.) from the possible rupture or collapse of aboveground tanks should be considered as part of the review and permitting of these aboveground tanks.

Policy SAF-9.4: **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-9.4a: **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 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.

Policy SAF-9.5: **Ensure safety of all people in maintenance and construction of roadways.** Safety shall be considered in the maintenance and construction of all new roadways and related improvements to provide a safe environment for all modes of transportation and ensure the safety of neighboring uses and sensitive receptors. Safety measures should factor in protection from potential hazardous material spills, where spills could contaminate adjacent property and water bodies. Safety measures should also consider the need to protect adjacent uses from roadway pollutions through the use of green buffers, sound walls and other design interventions. The special needs of elder and disabled persons shall be addressed when designing new or modifying signs. Examples of features specific to the elderly include:

- Signals which provide pedestrians with slower mobility the opportunity to cross roadways in greater safety by providing for longer crossing times.
- Increased lighting at pedestrian crossings.
- Pedestrian crossing surfaces which provide greater traction to reduce slips and falls.
- Audible and/or “countdown” crossing signals.

Policy SAF-9.6: **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](#).

Policy SAF-9.7: **Review commercial and multifamily development for public safety.** All new commercial and multi-family development shall be referred to the Sheriff's Department for review of public safety issues. If the proposed project is adjacent to or within an incorporated city/town, consultation with their law enforcement agency shall also be required.

Policy SAF-9.8: **Terrorism and civil unrest emergency response.** The County will prepare for and respond to emergencies related to terrorism and civil unrest in the same way as natural and man-made disasters.

Policy SAF-9.9: **Reduce or cease activities that could cause hazards.** Monitor to reduce or cease activities by governmental and private companies and agencies that could cause the artificial induction of earthquakes or other hazards.

CLIMATE CHANGE ADAPTATION

Goal SAF-10: The County will address and reduce hazards caused by climate change, with climate change adaptation.

Policy SAF-10.1: **Encourage public utility agencies to analyze and prepare for impacts of sea level rise on facilities.** Encourage public utility agencies with utilities located within the Napa County boundaries, such as the Napa Sanitation District, to analyze the potential impacts of sea level rise on their facilities and possible solutions. Based on the analysis, plan for



and construct sea level rise protection. Include in the analysis the need for any other regional flood control projects.

- Policy SAF-10.2: **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 regarding efforts to protect and increase community resiliency to sea level rise.
- Policy SAF-10.3: **Napa county climate action plan.** Implement the adopted Climate Action Plan for Napa County and continue to update the plan as climate change conditions improve or worsen.
- Policy SAF-10.4: **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.
- Policy SAF-10.5: **Fuel reduction in high wildfire risk areas.** Implement fuel reduction techniques around all buildings located within high-wildfire-risk areas.
- Policy SAF-10.6: **Cooling centers near farmworker populations.** Construct new cooling centers near farmworker populations and improve others if identified as substandard.
- Policy SAF-10.7: **Review climate change impacts on farmworkers.** Work with other relevant organizations to review the impacts of climate change on the health of farmworkers, and thereafter adopt strategies to decrease these impacts.
- Policy SAF-10.8: **Climate change impact risk assessment.** Support risk assessments of climate change impacts on the agriculture and wine industries.
- Policy SAF-10.9: **Rainwater catchment systems.** Construct rainwater catchment systems to recharge groundwater in government rights-of-way.
- Policy SAF-10.10: **Assist vulnerable populations with acquisition of air conditioning systems.** Develop programs that will assist low-income and elderly residents in replacing and being reimbursed for air conditioning systems.
- Policy SAF-10.11: **Develop alternative water supplies.** Construct and develop alternative water supplies to augment single sources of water delivery.



APPENDIX A

NAPA COUNTY SAFETY ELEMENT EXISTING CONDITIONS REPORT

Draft

NAPA COUNTY GENERAL PLAN
Safety Element – Existing Conditions

**Prepared for
Napa County**

April 2022

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OUR COMMITMENT TO SUSTAINABILITY | ESA helps a variety of public and private sector clients plan and prepare for climate change and emerging regulations that limit GHG emissions. ESA is a registered assessor with the California Climate Action Registry, a Climate Leader, and founding reporter for the Climate Registry. ESA is also a corporate member of the U.S. Green Building Council and the Business Council on Climate Change (BC3). Internally, ESA has adopted a Sustainability Vision and Policy Statement and a plan to reduce waste and energy within our operations. This document was produced using recycled paper.

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1.0 Introduction

1.1 Purpose

The purpose of the Safety Element is to reduce the risk of death, injuries, property damage, environmental damage and economic and social dislocation associated with natural and human-caused hazards. The County of Napa faces the potential for natural and human-induced emergencies and disasters. Hazards facing Napa County that are addressed in this Element include: Agricultural disaster, dam failure, drought, flooding, geologic and seismic hazards, hazardous materials, pandemic disease, severe weather, slope failure, and wildfire hazards. Many of these hazards are made worse by climate change.

This Element identifies and describes each hazard and includes goals, policies, and actions to guide the planning and decision-making process. At the same time that these policies and actions are implemented, the County recognizes that those features which help contribute to Napa County's beauty and wine industry—the steep mountains, the volcanic soils, the many rivers and streams, the forest-covered slopes—are themselves reminders of the ongoing potential for seismic activity, flooding, and fire. This Element therefore seeks to take a reasonable approach, making those improvements necessary to reduce hazards while recognizing that some hazards will remain despite the best efforts of the County and other agencies.

1.2 Statutory Requirements

California Government Code Section 65302 (g) includes the requirements that should be addressed in a community's general plan safety element. These requirements are organized into nine subsections [65302 (g) (1) through 65302 (g) (9)], which are summarized below:

- 65302 (g) (1) identifies the primary hazards/issues that should be included in the safety element, which include: seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mudslides and landslides, tsunami, seiche, dam failure, flooding, subsidence, liquefaction, other geologic hazards, wildland and urban fires, evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
- 65302 (g) (2) adopted through AB 162 (2007) identifies the requirements to update floodplain mapping and information, which includes special requirements.
- 65302 (g) (3) adopted through SB 1241 (2012) identifies the requirements for updating wildfire mapping, information, and goals and policies to address wildfire hazards.
- 65302 (g) (4) adopted through SB 379 (2015) identifies the requirements for updating the safety element to address potential impacts associated with climate change and potential strategies to adapt/mitigate these hazards.
- 65302 (g) (5) adopted through SB 99 (2019) requires identification of specified evacuation constraints associated with residential developments.
- 65302 (g) (6) adopted through SB 1035 (2018) requires the update of the safety element every time the housing element or local hazard mitigation plan is updated.

- 65302 (g) (7) allows for the incorporation of a flood plain management ordinance into the safety element.
- 65302 (g) (8) requires consultation with the California Geological Survey, California Office of Emergency Services.
- 65302 (g) (9) allows cities to adopt a County Safety Element if adequate detail is provided to address city-level concerns.

Additionally, California Government Code Section 65302.15 was adopted through AB 747 (2019) and includes the requirement to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

1.3 Relationship to Other Elements

The hazards discussed in the Safety Element are related to other Elements of the General Plan, including Land Use, Circulation, Housing, Community Infrastructure and Services, and Conservation and Open Space and Water Resources. For instance, policies related to areas at risk of recurring flooding, dam failure, slope failure and wildfire are found in the Land Use and Conservation and Open Space Elements; policies associated with secondary access during an emergency are found in the Circulation Element; policies important to water resources are found in the Water Resources Element; and policies related to protecting critical facilities from hazardous threats are also found in the Community Infrastructure and Services Element. References to related policies are provided where appropriate within the Safety Element.

1.4 Napa County Operational Area Hazard Mitigation Plan

In 2020, the County of Napa adopted the Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) 2020 Update, prepared in cooperation with the Cities of American Canyon, Calistoga, St. Helena, and the Town of Yountville. The MJHMP includes a detailed assessment of prevalent hazards within the County, including a vulnerability assessment that illustrates how each hazard may affect populations, property, and critical facilities within the County's jurisdiction. The MJHMP presents mitigation strategy and actions that work to achieve the greatest risk reduction based upon available resources. The risk assessments and for each hazard have been summarized and incorporated into this Element to serve as important background and context for the preparation of goals, policies and actions.

2.0 Existing Conditions

This section includes information for each prevalent hazard in Napa County. Each section includes a risk assessment, describes the County's capabilities to respond to each hazard, and summarizes the plans, policies, programs, and regulatory framework at the local, state and federal level in order to align proposed goals, policies and actions with existing planning and regulatory capabilities.

2.1 Agricultural Disaster

Napa County land is predominantly agricultural, famous for its grape vineyards and wine production. The County defines **agriculture** in Section 18.08.040 of the Napa County Municipal Code as the "raising of crops or livestock," and includes an extensive list of uses under this definition such as the production and processing of agricultural products, and related accessory uses. Preservation, conservation, economic prosperity, and sustainable management of agricultural lands is a priority for the County and the State. The California Department of Conservation designates several acres of Napa County farmland as Prime Farmland through its Farmland Mapping & Monitoring Program (FMMP). **Prime Farmland** is defined as land with the best physical and chemical characteristics for long-term agricultural production. There are also a number of unique and smaller parcels throughout the County that are designated as Farmland of Statewide Importance, Farmland of Local Importance, Unique Farmland and Grazing Land. **Figure 2.1-1** shows agricultural land uses in Napa County and **Figure 2.1-2** shows locations for prime farmland in the County.



Vineyard in Napa. Courtesy of Napa County.

Farmlands are sensitive to natural and **anthropogenic events** (i.e., environmental changes caused or influenced by people), including climate change, that pose threats to quantity, quality and timing of agricultural goods. **Agricultural disaster** refers to impacts from natural disasters or human-induced events on agricultural lands. Most impacts to agriculture come from changes in climate conditions resulting in extreme heat, drought, or changing precipitation patterns. Other impacts can come from contaminated water bodies, land use changes, flooding, pandemic, pests, and wildfires. This section provides an overview of these threats to agriculture, vulnerabilities to agricultural disaster, and relevant policies and regulation for the prevention, mitigation and response to agricultural impacts. In regard to the preservation of agricultural land and recovery from natural hazards, please refer to the County's Agricultural Preservation and Land Use Element.

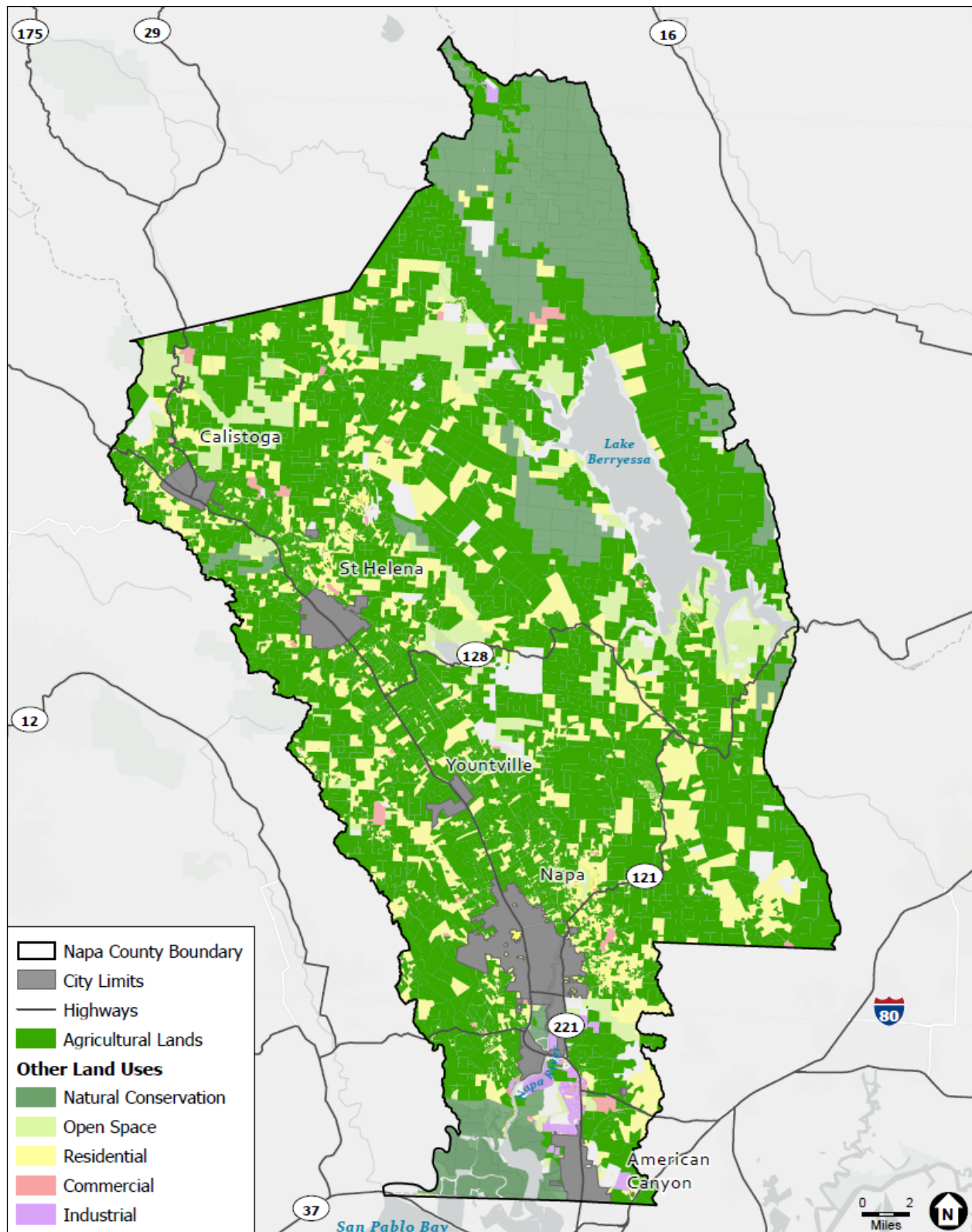


Figure 2.1-1
Napa County Agricultural Lands

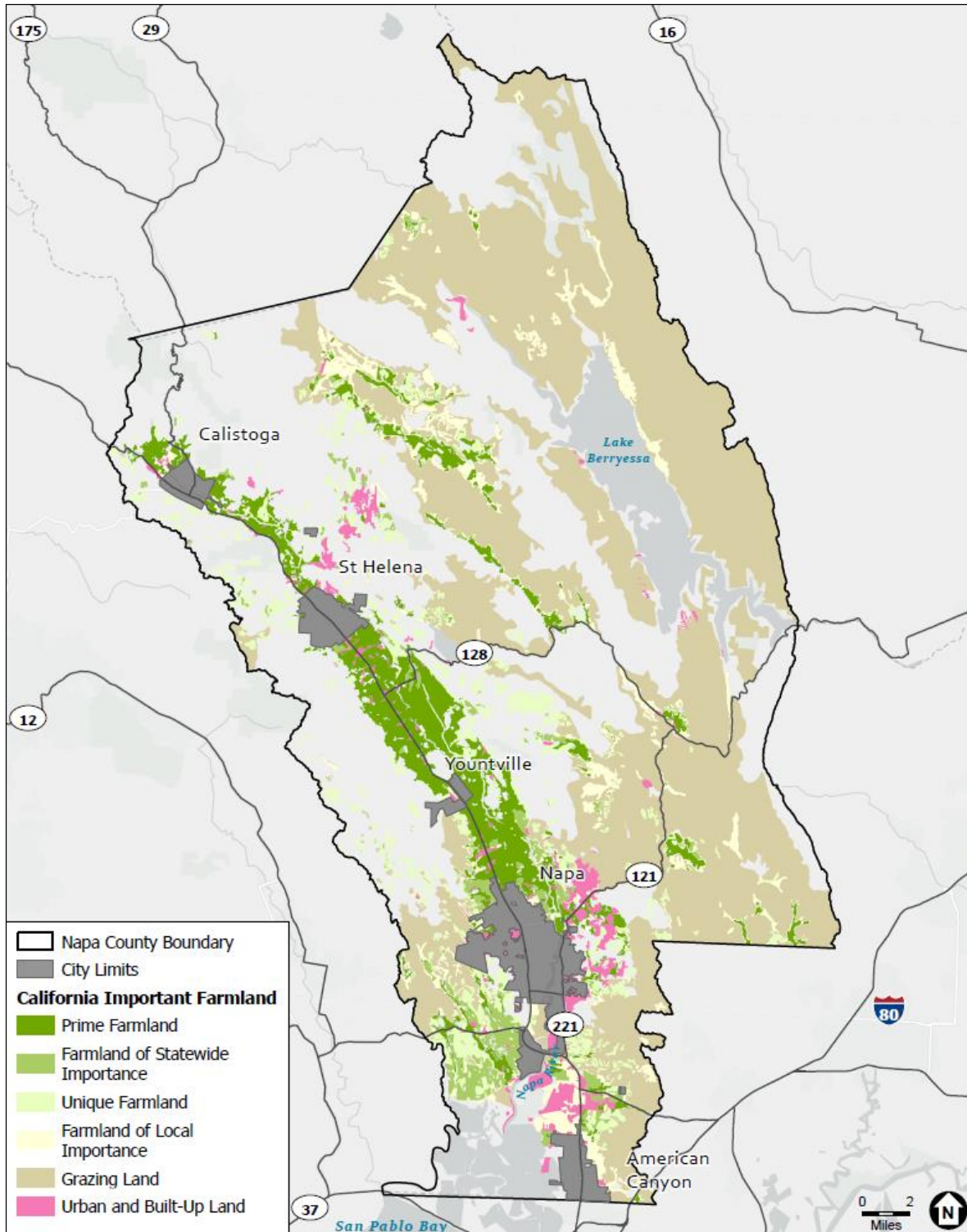


Figure 2.1-2
California Farmland Monitoring & Mapping
Designations in Napa County

Risk Assessment

In Napa County, the most prevalent threats to agriculture are due to agricultural pests, changing climate conditions, and wildfires. As climate change exacerbates environmental conditions, these threats will increase in severity and frequency on agricultural lands as well as on human populations.

Historic Data

The County's first agricultural industry was cattle, followed by dairy, horses, chicken, wheat, fruits, and orchards. Before the prominence of wine vineyards, prune orchards were the dominant crop in Napa County. The popularity of wine grapes began to grow in the 1890s, with approximately 16,000 acres of vines within the County by 1899. With the 1920 Prohibition, Napa grape production and wineries suffered, though some persisted with grape production marketed for nonalcoholic juice and sacramental wine. By the 1930s and following the end of Prohibition, grape vineyards exceeded prune orchards in land acreage. Napa County's wine industry became world-class in the late 1970s, following a wine tasting competition in France.

Historically, Napa County has been affected from severe drought events and pest infestations. The most recent five-year drought period from 2014-2017 saw much of the state in severe drought conditions due to unusually dry and warm climate, reduced snowpack and runoff, little precipitation, and increased temperatures. This resulted in water shortages to natural ecosystems, hydropower activities, drinking water supply, agriculture, and municipalities. Statewide, the drought affected biological and ecological resources, households and businesses, and resulted in economic losses.

Pest infestations from the Mediterranean fruit fly and glassy winged sharpshooters have threatened the entire Napa and California agricultural industry. In 1981, disasters were declared in several counties statewide due to an infestation of the Mediterranean fruit fly that threatened fruit and vegetable crops. According to the California Department of Agriculture, the Mediterranean fruit fly is considered the most important agricultural pest in the world. It has a wide range of hosts (fruits) that have significant gross value to the California economy. The fly affects crops by laying eggs in fruit, with larvae then feeding on fruit. This causes significant damage that makes the fruit unsuitable for consumption by humans.

The glassy winged sharpshooter poses threat to grape vineyards due to transmittal of **Pierce's disease**, a bacterium strain that damages plants by blocking their internal water-conducting structures (xylem).¹ In the late 1990s, Pierce's disease destroyed more than 1,000 acres of Northern California grapevines, resulting in \$30 million in damage.

Agricultural Pests

Agricultural lands are at risk from pests and diseases that can break down working lands and threaten public health. In California, there are a number of identified pests that are of concern to crops, vegetation, livestock and poultry, and humans, as listed in **Table 2.1-1**. A few species and diseases pose threats to all, such as the Red Imported Fire Ant, Bovine Spongiform Encephalopathy, and other zoonotic diseases.

Bovine Spongiform Encephalopathy, widely known as Mad Cow Disease, is a fatal disease that causes a neurological disorder in cattle. The disease results in decreased milk production, weight loss, and behavioral changes in cattle. **Zoonotic diseases** are illnesses caused by the transfer of germs between

¹ California Department of Agriculture

animals and humans. Common means of infection include direct or indirect contact, vector-borne transmission, foodborne transmission, or waterborne transmission.

TABLE 2.1-1. CALIFORNIA PESTS AND DISEASES

Dangers from California Pests and Diseases	
Agricultural crops and plants	
Caribbean fruit fly, European grapevine moth, guava fruit fly, gypsy moth, Japanese beetle, Mediterranean fruit fly, melon fruit fly, Mexican fruit fly, olive fruit fly, oriental fruit fly, bark beetle, viny mealybug, Asian citrus psyllid/-Huanglong Bing (HLB) disease, glassywinged sharp shooter/Pierce's Disease	
Livestock / Poultry	
Foot and mouth disease, highly pathogenic avian influenzas (H5 and H7), Exotic Newcastle Disease	
Trees	
Polyphagous shot hole borers, bark beetle, gold spotted oak borer, sudden oak death (<i>Phythora ramorum</i>), pitch canker, emerald ash borer, Asian longhorn beetle	
Humans	
Africanized honeybee, mosquito	
SOURCE: California State Hazard Mitigation Plan, 2018.	

Changing Climate

Climate conditions have the potential to impact agricultural lands. Severe cold and heat can impact the health of natural systems, agricultural production, exacerbate flooding and wildfire hazards, and increase pests. Climate conditions are also likely to increase potential for severe drought and reduce precipitation levels, which will decrease the amount of water resources available for agriculture use. This will have impacts to the health of farms and agricultural production. Napa County is expected to see an increase in local and regional temperatures, resulting in hotter and drier conditions over a long period of time (refer to section 2.2: Climate Change Impacts and Adaptation). This means less precipitation and extended heat duration annually, providing for potentially more suitable environments for pests and invasive species and affecting agricultural production. Additionally, more intense conditions are expected during the wet season. Flooding events can impact fields for crops through inundation, soil displacement, erosion, and sediment deposition. Erosion can significantly alter soil conditions and remove valuable nutrients and topsoil for crops. Flooding events can also pollute water sources used for agriculture.

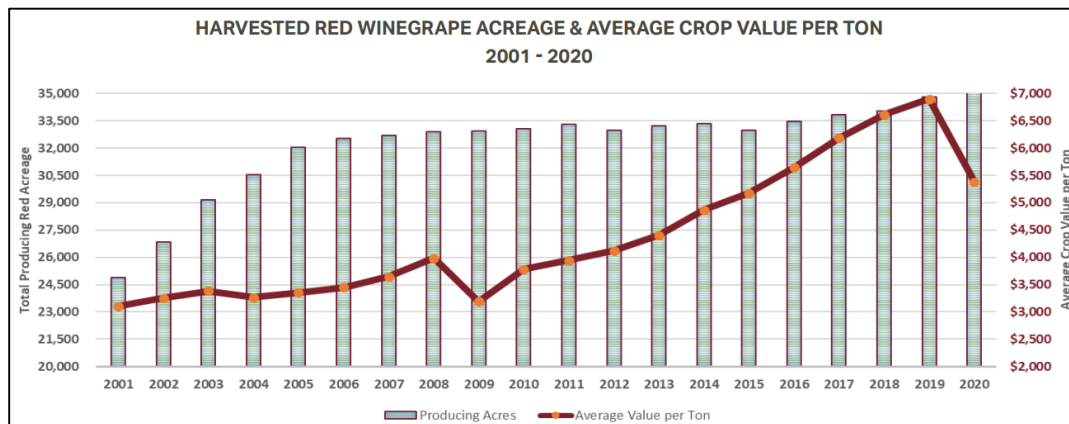
Land Use Changes

Increasing developmental pressure in Napa County is an ongoing challenge to the preservation of open and working lands. The need for affordable housing, supporting industrial, economic development and growth from urban cities can threaten the size and productivity of working lands. Policies within the General Plan encourage urban-centered growth without compromising agricultural lands.

Pandemic

The global COVID-19 pandemic significantly impacted farm workers and crop production in Napa County, and contributed to greater impacts to lands affected by wildfires. Total production of wine grapes decreased by approximately 60,000 tons from 2019 to 2020, and the value of wine grapes decreased by

approximately half.² Other goods, including fruits, nuts, olives and nursery crops also saw decreased production and value in 2020. This was due to industry closures, COVID-19 restrictions, and wildfires.



Trend graph showing the change in value of red wine grapes from 2001 to 2020. Courtesy of Napa County Agricultural Commissioner's Office.

Water

Agricultural lands in Napa County depend primarily on groundwater, some recycled water, and some surface water from the Napa River system and the State Water Project. In 2020, 81% of agricultural water use came from groundwater sources, while 16% came from surface water and 3% came from recycled water.³ Water resources are critical to the continued production and safety of agricultural lands and workers. Over time as climate change conditions affect groundwater recharge and reduce reliability of surface water, demand may increase on other sources of water supply. In addition to climate change impacts to water resources, contaminated water bodies and flooding hazards can also affect Napa's agricultural lands (refer to Section 2.5: Flooding for additional information on countywide impacts from flooding hazards and section 2.4: Drought for water supply conditions and hazards). Reductions in the amount of water or decline in the quality of water for agricultural use can impact agricultural production, economy, and health. The Napa River and its 47 tributaries experience pollution from run-off fertilizers and sediment deposits, which affect water supply, water quality, and aquatic life and habitat.

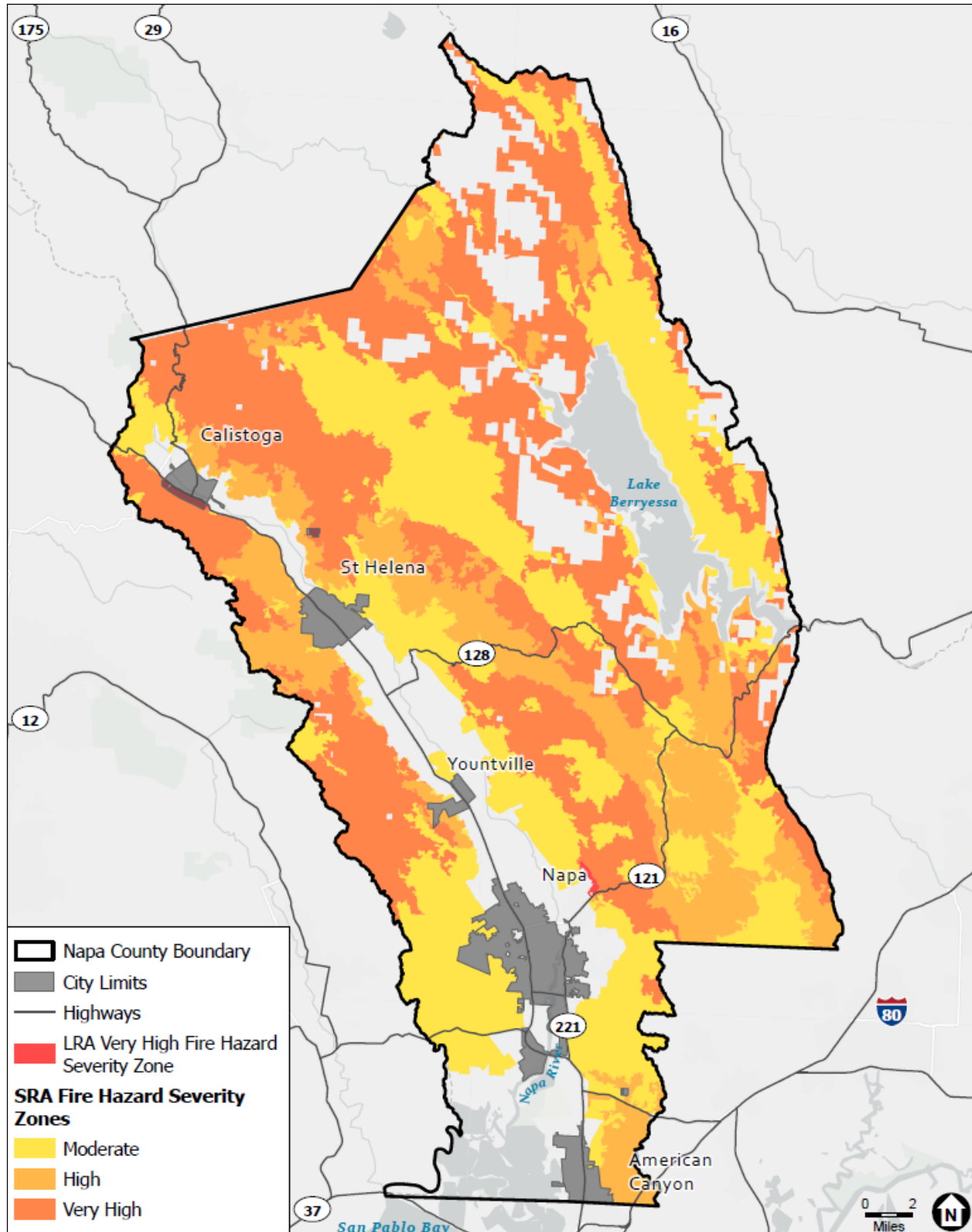
Wildfire

Wildfires can lead to severe damage and death of livestock and crops, and threaten the safety of agricultural employees. The majority of Napa County agricultural land lies within identified "Moderate" to "Very High" Fire Hazard Severity Zones. As shown in **Figure 2.1-3**. These are areas with physical conditions, such as slope, weather, and fuel, that increase likelihood for fires to occur. Wildfire is identified as both a cause, and secondary hazard, of agriculture disaster. Hotter and drier climates and pests can fatally impact crops, leaving dry or dead vegetation that presents favorable conditions for the start and growth of wildfires. Napa County cattle production saw a decline in 2020 due to the LNU Lighting Complex Fire and the Glass Fire, which forced evacuations of cattle and resulted in loss of rangeland⁴. Refer to Section 2.11 for general information on Wildfire Hazards.

² Napa County Agricultural Crop Report, 2020

³ Napa County Groundwater Sustainability Agency, *Annual Report – Water Year 2020*

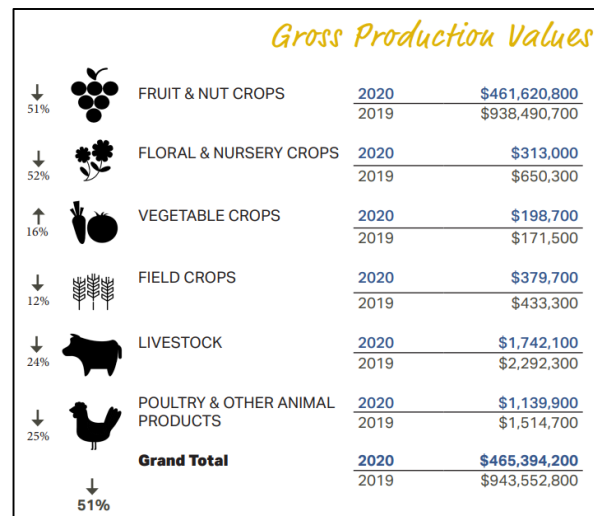
⁴ Napa County Agricultural Commissioner's Office, *2020 Napa County Agricultural Crop Report*



Vulnerability Assessment

Population and Economy

All humans are also vulnerable to agricultural disaster from pests, particularly mosquito and bee species that transmit disease. Population groups that face the highest threat to agricultural disaster are those that work directly within the agriculture industry. Agricultural disasters can significantly affect the economy, employment of farmworkers, and families of employed farm workers. Economic loss occurs from agricultural disaster due to disruption or damage to production, leading to shortages or damages of goods. Impacts to agriculture can affect all people at local, state and national levels as Napa produces and distributes goods all over the nation. According to the Napa County Agriculture Commissioner's Office, the wine industry provides more than \$9.4 billion locally and \$34 billion nationally. The wine industry also provides approximately 44,000 jobs Countywide and almost 190,000 nationally.



Loss of Napa County agriculture production value from 2019 to 2020. Courtesy of Napa County Agricultural Commissioner's Office.

Critical Facilities, Infrastructure and Community Amenities

Napa County critical facilities are not directly affected by agricultural disasters. However, there is potential for indirect impacts from secondary hazards. Specific to agriculture, critical facilities include industrial facilities involved in the processing and distribution of agricultural goods. Similarly, infrastructure, including those that support agriculture, are not at risk from agricultural disaster.

County Capacity to Respond to Hazards

Agricultural lands face numerous threats from pests and climate hazards. The County collaborates with state departments and other organizations to prevent and mitigate for agricultural impacts. Most recently in June 2020, the County approved a new policy relating to bird control to mitigate damage to commercial crops.⁵ Pests can impact all areas of agriculture, from farming to employment and economic gains. Prevention and mitigation of agricultural impacts, particularly from pests, is done through collaboration of various jurisdictions at local, regional and state levels. Sustainable agriculture management is also prioritized for quality production of goods and safety of the environment.

Napa County

Agricultural Commissioner's Office (Commissioner's Office)

The Agricultural Commissioner's Office is charged with the protection of County agriculture, including its environmental conditions and public health and safety as it relates to agriculture. The Commissioner's Office implements several programs to achieve these goals. The County provides insect collection and

⁵ Napa County Accepted Customs and Standards for Propane Cannons

identification services for commercial agriculture and residential garden settings. The County's Sentinel Trapping Program monitors and detects specific pests known to pose significant threats to the wine grape industry, such as the Grape Berry Moth, European Grape Moth, and Grape Tortrix Moth. The Sentinel Trapping Program focuses on pests that don't generally occur in California or may occur in very limited quantities. The program works to detect early presence of these pests to minimize potential impacts. The Commissioner's Office also administers the General Trapping Program, to detect the presence of pests within the County. This is done by placing traps that attract specific pests. The Commissioner's Office also provides educational materials on agricultural threats and disaster, and conducts inspections for vegetation that enters the county.

Winegrape Pest and Disease Control District (District)

The District supports the detection, prevention and education of agricultural diseases in Napa County. The majority of this work is focused on the prevention and mitigation of Pierce's disease, which affects grapevines and is caused by the glassy-winged sharpshooter. The District also provides funding for projects to reduce impacts to farmers and the economy.

Napa County Mosquito Abatement District

The Napa County Mosquito Abatement District serves as a resource to the County for the identification of agricultural pests and invasive species, including mosquitos, wasps, flies, ticks, and other insects. Potential pest sightings can be submitted for identification.

The California Conservation Corps

The California Natural Resources Agency manages the California Conservation Corps Program which works with local and state agencies to mitigate and respond to impacts on the environment, including agriculture-related emergencies. The CCC provides services such as invasive species removal, watershed restoration, and re-forestry, all of which support the health of agricultural lands.

California Land Stewardship Institute

The California Land Stewardship Institute (CLSI) is a non-profit organization located in Napa County that provides programs for farmers dedicated to environmental stewardship, enhancement, and restoration. CLSI operates the Fish Friendly Farming (FFF) Certification Program, a sustainability program that recognizes agricultural properties for responsible management towards habitat restoration and improved water quality. Farmers receive access to information and resources on agricultural management, including soil erosion and water quality degradation. Fish friendly Farming sites that are certified through the program achieve compliance with Total Maximum Daily Load (TMDL) regulations that are part of state and federal water quality laws. Certified farms are organized into groups by watershed or drainage area. Several farms within Napa County are certified under the FFF program, with many focused mostly along the Napa River watershed.

Napa Green

Napa Green Land offers third-party certification program for agricultural businesses dedicated to environmental stewardship and climate action in Napa County. The organization promotes green business standards with the goal of contributing to county climate action, reducing greenhouse gas emissions from

the agricultural sector, and improving Napa watersheds. Two program certifications are offered through Napa Green. Napa Green Vineyard certification is for businesses striving for resilient, carbon-neutral vineyards with standards implemented for forest preservation, strict pesticide regulation, water efficiency practices and carbon farming practices. Napa Green Winery certification offers soil and bottle certification for businesses that are energy efficient, prevent waste, practice environmentally-friendly purchasing, and reduce greenhouse gas emissions. These programs encourage sustainable management of working lands and increase resilience to agricultural disasters.

Policies, Plans, and Regulatory Environment

Napa County General Plan

The County addresses agricultural disaster policies within the Agricultural Preservation and Land Use Element of the General Plan. Within the Safety Element, agricultural land is addressed as it relates to the health of forestry and water resources, and its relation to flooding and wildfire hazards. communities.

Napa County MJHMP

Agricultural Disaster is addressed in the County’s MJHMP with descriptions of pests, diseases, and weather events that threaten agriculture. Mitigation actions within the MJHMP that address agricultural disaster include:

- **NC-56-2020:** Allow disaster management issues within the agricultural sector to be addressed at more localized levels.
- **NC-57-2020:** Offer agricultural disaster training and networking opportunities for farmers and ag regulatory agencies.
- **NC-32-2020:** Develop a “Natural Hazard Awareness Week” campaign and conduct corresponding outreach to the community and all interested parties. Activities will focus on flooding and other natural hazards, including associated hazard functions, governing laws/regulations, mitigation strategies and precautions. Outreach will also be conducted throughout the year, wherever possible.
- **SH-12-2020:** Provide hazard mitigation information (e.g. ways to reduce risk) to first responders living within hazard-prone areas.
- **NC-27-2020:** Support risk assessments in relation to warmer climate on the agriculture and wine industries.
- **AC-02-2020:** Require mandatory water conservation measures during drought emergencies.
- **CL-09-2020:** Augment City water supply systems with supply contingency projects for Drought years, such as increasing water supply and treatment capacity of Kimball Reservoir. Contingency planning/projects will include provisions for ag sector.
- **NC-39-2020:** Relocate farmwork centers from flood risk areas.
- **NC-45-2020:** Complete vegetation management projects as prescribed in CWPPs.

California Department of Food and Agriculture (CDFA)

The CDFA is charged with the protection and promotion of state agriculture, in addition to monitoring of invasive species, diseases, and ensuring food safety. The CDFA coordinates with local and regional

jurisdictions for agricultural management. There are six divisions within the CDFA that provide oversight and regulatory tasks: Animal Health and Food Safety Services, Fairs and Expositions, Inspection Services, Marketing Services, Measurement Standards, and Plant Health and Pest Prevention Services. Through these divisions the CDFA manages several programs targeted towards the health and safety of animals, vegetation, and food. General responsibilities include:

- Oversee safety of poultry and livestock;
- Detect and eradicate agricultural pests and diseases;
- Inspect and analyze agricultural products for safety standards;
- Promote California agriculture; and
- Enforce quality standards for agricultural goods.

Invasive Species Council of California

The state established the ISCC to lead in detection and response to invasive species, in collaboration with local and state agencies. The ISCC also manages educational campaigns on the spread of invasive species and identifies policies for the protection against invasive species. Through its California Invasive Species Advisory Committee, the ISCC:

- Identifies and keeps a list of invasive species;
- Manages a system for reporting and referral of invasive species sightings and outbreaks;
- Provides education and outreach activities;
- Provides best management practices; and
- Prepares a statewide Invasive Species Action Plan and Rapid Response Plan.

California Farmland Mapping & Monitoring Program (FMMP)

The California Department of Conservation (DOC) FMMP provides data and spatial analysis to support analysis of the state's agricultural resources. The FMMP identifies important farmland classifications based on environmental features. Based on the FMMP, several land areas within Napa County are designated as Prime Farmland, defined as land with the best physical and chemical characteristics for long-term agricultural production. The state encourages preservation of important farmlands and open space areas.

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2.2 Climate Change and Adaptation

Climate change is defined as the significant and lasting alteration of global temperatures and weather patterns over a long period of time, caused by natural and **anthropogenic activity** (i.e., influenced by people, either directly or indirectly). There is scientific consensus that anthropogenic greenhouse gas (GHG) emissions are the primary cause of global climate change. Human activities of agriculture, land use changes, and burning of fossil fuels have contributed significantly to atmospheric concentrations of GHG emissions. Over time, increased GHG emissions into the Earth's atmosphere have changed the climate worldwide, resulting in a warmer atmosphere and ocean, diminished snow and ice, changing precipitation patterns, and sea level rise. Climate change has the potential to impact natural and human systems including food production, water availability, public health, economic prosperity, ecosystem biodiversity and beyond.

Climate adaptation refers to the actions that help natural and human systems to withstand climate impacts. The goal of climate adaptation is to reduce the impact from current and future conditions, reduce vulnerabilities in our systems, and increase long-term resilience. This means adjusting human behavior and systems.

Climate conditions and hazards are expected to worsen over time. Climate hazards include flooding, heat events, worsening air quality, wildfires, sea level rise, intensified droughts, and more. Napa County, due to its geographic location and environmental conditions, is expected to experience worsening impacts from air pollution, extreme weather, flooding, sea level rise, and wildfires.

This section focuses on climate change hazards of air pollution, climate conditions, and sea level rise. Please refer to other sections of the Safety Plan for Drought, Flooding, Severe Weather and Wildfire Hazards.

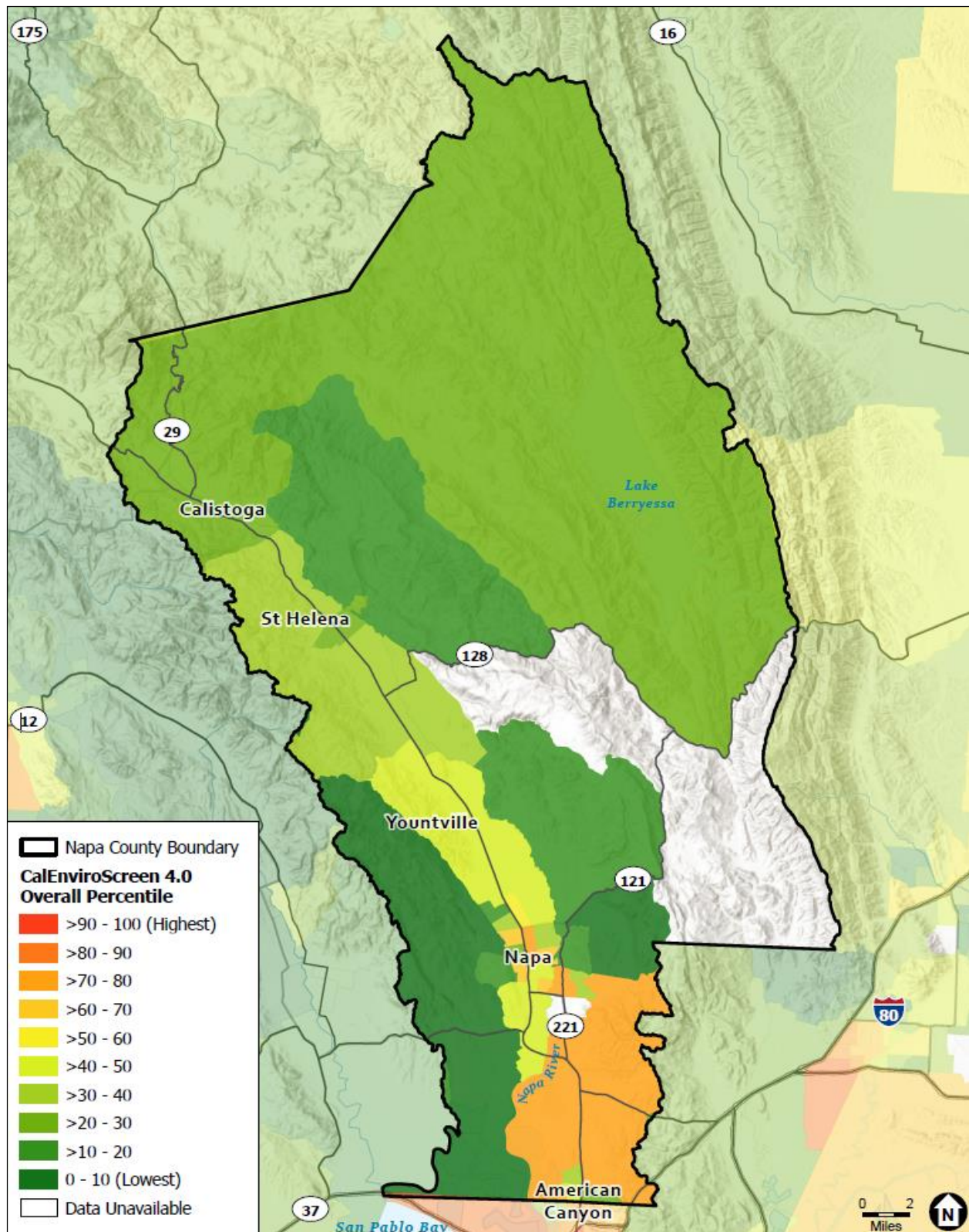
Risk Assessment

Local Conditions

Air Quality

According to the California Environmental Health Screening Tool (CalEnviroScreen) 4.0, the majority of Napa County, with the exception of southeastern portions of the County, presents relatively healthy conditions as it relates to air quality to the rest of the state. **Figure 2.2-1** shows the CalEnviroScreen map for Napa County. The southeast area of Napa County is shown as an area of concern, within the top-most percentile range for pollution burden (74-100%) meaning the area experiences greater vulnerability and burden from pollution than other census tracts statewide. Based on individual indicators, Napa County faces environmental burden from toxic pesticides used, toxic release sites, groundwater pollution, hazardous waste generators and facilities, impaired water bodies, and solid waste sites and facilities.

Regional air pollutants of ozone and fine particulate matter (PM 2.5) are of greatest concern to the County. Napa County's valley environment makes the area particularly susceptible to retention of pollution. Generally, agriculture activity, industrial operations, and truck traffic are the largest contributors to pollution. Increased population and anthropogenic activity will worsen greenhouse gas emissions and air quality conditions.



Extreme Weather / Extreme Temperatures

The increase in human-generated GHG emissions into the atmosphere causes short- and long-term changes in the Earth's climate system. Global average temperatures are warming due to climate change, which will lead to changes in the frequency, duration and intensity of climate events, particularly extreme heat. The State defines **extreme weather** as highly unusual conditions and events than historically recorded. Napa County, in addition to the rest of the state, is expected to experience hotter temperatures and increased heat wave events. In Napa County, average temperatures are expected to increase by 4-6 degrees Fahrenheit by the end of the century. **Figure 2.2-2** shows historical and projected temperature increase in California from 1961 to 2099. In contrast, precipitation levels are expected to decline, with a decrease of 4-5 inches in annual rainfall by 2100. Refer to Section 2.9: Severe Weather for additional details on weather hazards in Napa County.

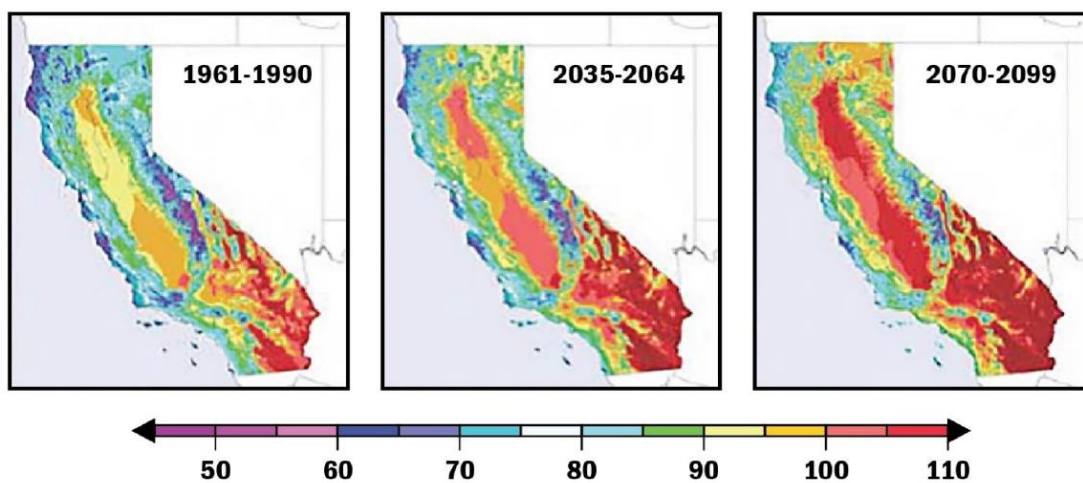


Figure 2.2-2
California Historical and Projected Temperature Increase

Sea Level Rise

Sea level rise poses a risk to southern Napa County, within the northern Bay Area. Sea level rise is the direct result of warming temperatures and subsequent melting of the earth's ice caps. Climate science projects sea level rise up to 55 inches by 2100, threatening coastal resources and communities.

Figure 2.2-3 shows the potential rise in sea levels in southern Napa County.”.

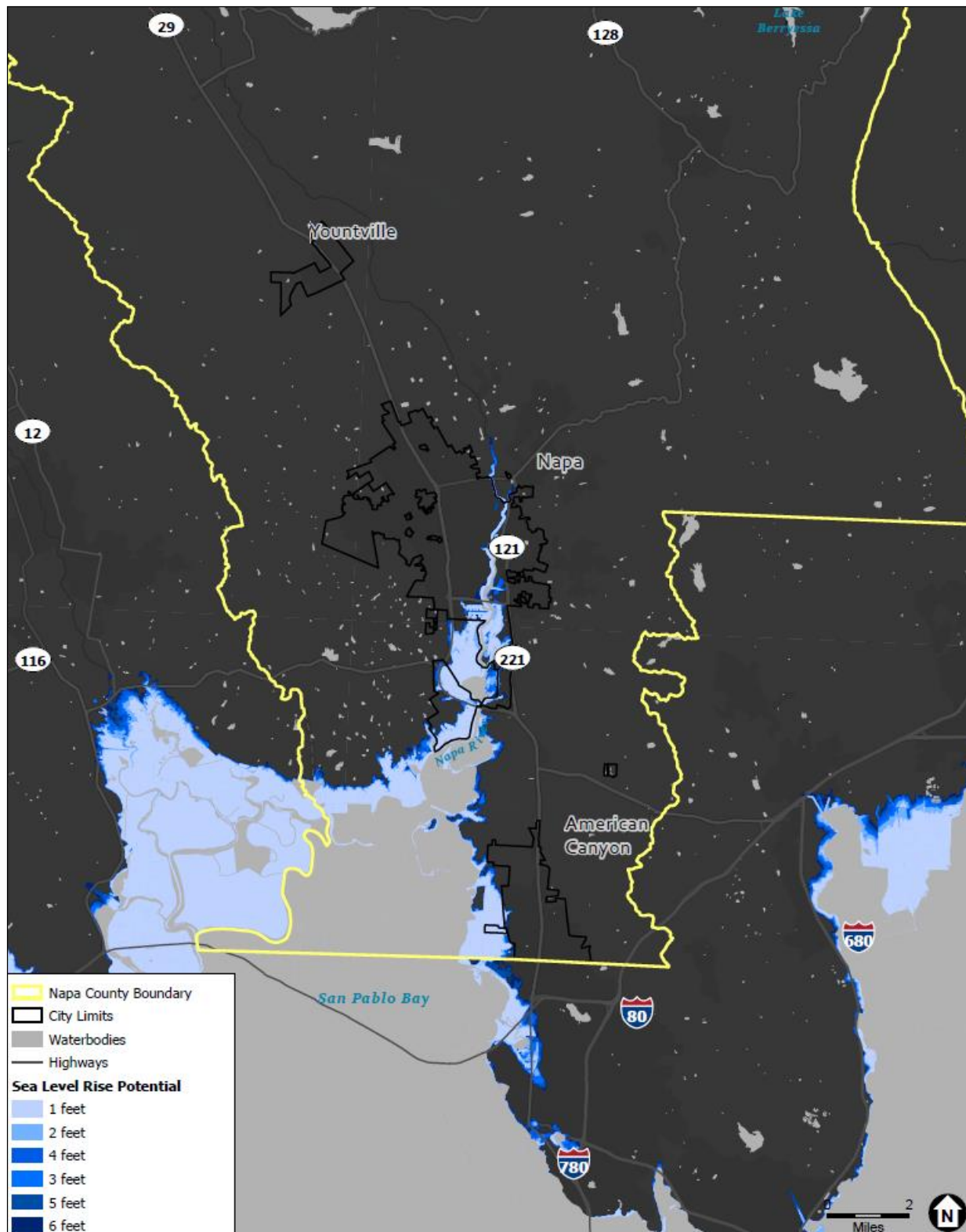


Figure 2.2-3
Projected Sea Level Rise Scenarios (2030, 2050, 2100)

Historic Data

Climate policy and regulation in the United States kicked off with the establishment of the United States Environmental Protection Agency (EPA) and national health-based standards for air quality pollutants, including toxic air contaminants and criteria pollutants, in 1971. The Bay Area, including Napa County, saw its worst year for air quality in 1969, after recording 65 days in exceedance of national ozone standards. The 1970s were instrumental in forming climate and air quality regulations that limited and protected against organic compounds, hydrocarbons, carbon monoxide and more. Over time, science details unusual patterns in climate conditions, sea level rise, and natural hazard events, and projects future hazards that will impact all areas of the environment.

Vulnerability Assessment

Populations experiencing vulnerable conditions are most at risk from climate change. Factors that increase vulnerability are income, race, linguistic isolation, access to healthcare, shelter, transportation, and access to preparedness information. Napa County has a large Hispanic population, many of which are low-income, agricultural workers and non-English speakers. This places them at high risk of experiencing climate change impacts and experiencing long-term effects of hazards.

Critical infrastructure, such as roadways, hospitals, schools and emergency facilities are at risk from climate change impacts, particularly sea level rise, flooding and wildfires. Important utility facilities, including Napa Sanitation District Water Treatment Plant and American Canyon Plant are also at risk, mostly from sea level rise as these are located in southern Napa County, within sea level rise and 100-year flood event hazard areas. Much of Napa County lies within identified fire hazard severity zones (see Section 2.11: Wildfires). While not infrastructure, agricultural lands are at high risk from all climate change hazards (see Section 2.1: Agricultural Disaster).

Secondary Hazards

All people and environments will feel the effects of climate change. Climate change will exacerbate the duration, intensity, and frequency of extreme weather and other secondary, natural hazards. These include:

- Drought
- Flooding
- Wildfire
- Extreme heat
- Increased precipitation
- Snowpack decline

County Capacity to Respond to Hazards

Climate Action Plan

Napa County's 2019 Draft Climate Action Plan is in development to address climate change impacts and reduce greenhouse gas emissions. The CAP identifies sector-based strategies and measures that can be implemented to reduce emissions and increase community capacity to adapt to climate change. The CAP

also provides a set of actions that comprise the implementation strategy, with potential funding sources, monitoring program, and CEQA streamlining. **Table 2.2-1** shows Napa County’s 2014 Greenhouse Gas inventory that identifies the County’s major contributing emission sources.

TABLE 2.2-1. NAPA COUNTY 2014 GREENHOUSE GAS INVENTORY

Sectors	Percentage of Total Emissions	Emissions (MTCO ₂ e/year)
Building Energy Use	31%	148,338
On-Road Transportation	26%	125,711
Solid Waste	17%	83,086
Agriculture	11%	52,198
Off-Road Transportation	9%	42,508
High GWP Gases	3%	13,481
Wastewater	2%	11,189
Land Use changes	1%	7,684
Imported Water Conveyance	<1%	88
Total		484,283

SOURCE: Napa County Climate Action Plan EIR, 2019.

Bay Area Air Quality Management District (BAAQMD)

The BAAQMD is a public health agency comprised of the jurisdictions within the Bay Area, including Napa County. The Air District works to monitor air pollution and implement plans to meet national and state emission standards. The Air District also provides informational materials and alerts regarding air quality conditions and public health concerns. With increasing concerns of climate change, the Air District prioritizes emissions reductions from mobile sources, land use planning, innovative technology, and policy development.

Policies, Plans, and Regulatory Environment

Napa County General Plan

In response to climate change, *Climate Protection and Sustainable Practices for Environmental Health Goals and Policies* are identified in the Conservation Element of the Napa County General Plan. Further, there are existing policies within the 2009 Safety Element that address hazards related to climate change and speak to the protection and resiliency of the community.

Napa County MJHMP

Climate change is addressed in detail the County’s MJHMP with descriptions of hazards, impacts, and mitigation policies:

- **CL-14-2020:** Develop microgrids to provide emergency power during natural disasters.
- **NC-11-2020:** Construct/Install back up power generators for fire stations, pump houses, emergency shelters and cooling centers.

- **SH-06-2020:** Inform residents and tourists of shelter locations and evacuation routes and procedures for storing or taking valued items before large scale evacuations.
- **SH-12-2020:** Provide hazard mitigation information (e.g. ways to reduce risk) to first responders living within hazard-prone areas.
- **AC-04-2020:** Plan for and construct sea level rise protection for American Canyon Critical Infrastructure such as Public Works Yard, Sewer Treatment Plant, and Pump Station.
- **CL-08-2020:** Map and identify locations and implement fuel reduction projects in high risk areas in the City such as the areas west of Highway 128.
- **NC-20-2020:** Support ongoing analysis of sea-level rise data.
- **NC-21-2020:** Create a comprehensive outreach strategy that informs residents in potentially affected areas of County efforts to protect and increase community resiliency to sea-level rise.
- **NC-24-2020:** Construct or identify existing locations for cooling centers near farmworker populations.
- **NC-25-2020:** Develop air conditioning replacement/reimbursement program for low income and elderly residents.
- **NC-27-2020:** Support risk assessments in relation to warmer climate on the agriculture and wine industries.
- **NC-28-2020:** Construct and develop alternative water supplies to augment single sources of water delivery.
- **NC-29-2020:** Construct rainwater catchment systems to recharge groundwater in government ROWs
- **CL-07-2020:** Identify schools that have been designated as emergency shelters by the Red Cross within City Limits and ensure they have sufficient back up power generators.
- **NC-12-2020:** Organize outreach to vulnerable populations, including establishing and promoting accessible shelters in the community.
- **NC-15-2020:** Procure backup generators in the event that public meeting spaces such as community centers or town halls will be used as Emergency Command Centers. Perform regular maintenance on generators at water treatment plants.
- **CL-03-2013:** Retrofit Critical Public Safety Infrastructure.
- **NC-07-2013:** Retrofit critical public safety infrastructure with fire resistant materials and or create defensible space around structures.
- **YV-05-2020:** Work with local agencies to develop evacuation plans and provide education and outreach to populations vulnerable to wildfire.
- **HM-02-2020:** Construct/Install back up power generators or alternative communication systems to mitigate the potential for power outages or loss of cell service during emergencies.
- **HM-05-2020:** Develop alternate access and evacuation routes to ensure critical facilities are accessible during emergencies.

U.S. Federal Emergency Management Agency

The U.S. Federal Emergency Management Agency (FEMA) provides disaster response and preparedness across the country for a number of hazards, including flooding. According to FEMA flood maps, the

majority of Napa County is classified within areas of minimal flood hazards (See Section 2.5, Flooding). There are a few County areas to the south identified as Base Floodplain Elevation, which is the area that may experience elevation of surface water from the 1% annual chance flood. Climate change may potentially worsen conditions related to increased precipitation and snowpack melting, and affect the area and intensity or frequency of flood potential.

California Office of Emergency Services

The state addresses climate action and the need for greenhouse gas emissions reductions through the California Adaptation Planning Guide (APG). The Guide provides best practices, tools and current science to support jurisdictions in climate adaptation efforts. The state also prepares a Safeguarding California Plan: California's Climate Adaptation Strategy, that serves as a roadmap for state agencies to address climate change impacts.

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2.3 Dam Failure

Dam failures in the United States typically occur in one of four ways (Association of State Dam Safety Officials, 2021):

- **Overtopping** of the primary dam structure, which accounts for 34 percent of all dam failures, can occur due to inadequate spillway design, settlement of the dam crest, blockage of spillways, and other factors.
- **Foundation defects** due to differential settlement, slides, slope instability, uplift pressures, and foundation seepage can also cause dam failure. These account for 30 percent of all dam failures.
- **Failure due to piping and erosion** accounts for 20 percent of all failures. These are caused by internal erosion due to piping and seepage, erosion along hydraulic structures such as spillways, erosion due to animal burrows, and cracks in the dam structure.
- **Failure due to problems with conduits and valves**, typically caused by the piping of embankment material into conduits through joints or cracks, constitutes 10 percent of all failures.



Monticello Dam – Napa County, CA



Oroville Dam Failure - Courtesy of Los Angeles Times

The most recent concerning dam failure in California was the 2017 collapse of a spillway on the Oroville Dam in Butte County, California after heavy snowmelt delivered a surge of runoff to Feather River and Lake Oroville. As a result of the February 2017 incident, failures in the spillways of Oroville Dam forced the evacuation of 188,000 people and caused \$1 billion in damage repairs (Monroe, 2020). Ultimately, an independent analysis concluded that poor design and construction and inadequate state oversight contributed to the collapse of the concrete spillway. (Water Education Foundation, 2020)

As the consequences of dam failure in Napa County have the potential to have widespread effects, this hazard has been considered in the analysis for this Safety Element.

Types of Dams

The United States Society on Dams (USSD) identifies twelve different types of dams that are commonly found in the built environment. The MJHMP identifies two major types of dams that can be found in Napa County:

- **Earthen Dam:** Also known as earthfill dams, earthen dams are made up mostly of compacted earth material generally smaller than 3-inches in size. Oroville Dam, pictured right, is one example of an earthen dam.
- **Concrete Gravity Dam:** A dam constructed of concrete and/or masonry which relies on its weight and internal strength for stability. Lake Shasta Dam is one example of a large concrete gravity dam.



Risk Assessment

Dam Failure Vulnerability Analysis

According to California Department of Water Resources Division of Dam Safety, there are 57 dams across Napa County. Dams in Napa County are owned by a mixture of public utility districts, public agencies, water agencies, and private entities. The primary danger associated with dam failure is high velocity flooding downstream of the dams and limited warning times for evacuation. Other potential secondary hazards of dam failure are landslides around the reservoir perimeter, bank erosion on the rivers, and destruction of downstream habitat. **Figure 2.3-1** shows inundation zones for the dams in Napa County. Areas of the County most threatened by dam inundation are those along the Napa River corridor, including the cities of St. Helena, Yountville, and Napa. However, no dam failures have occurred in Napa County to date. Vulnerability varies by community and depends on the particular dam profile and the nature and extent of the failure. Per the MJHMP, the chances of a dam failure in Napa County are low, but the consequences if dam failure were to occur are quite severe.

Warning Time

Warning time for dam failure depends on the cause of failure. For example, in an event of extreme precipitation or massive snowmelt, evacuations can be planned with sufficient time. On the other hand, in the event of a structural failure, there may be no warning time. Jurisdictions and private dam owners are required to have established protocols in their emergency operations plans (EOPs) for warning and response to imminent dam failure.

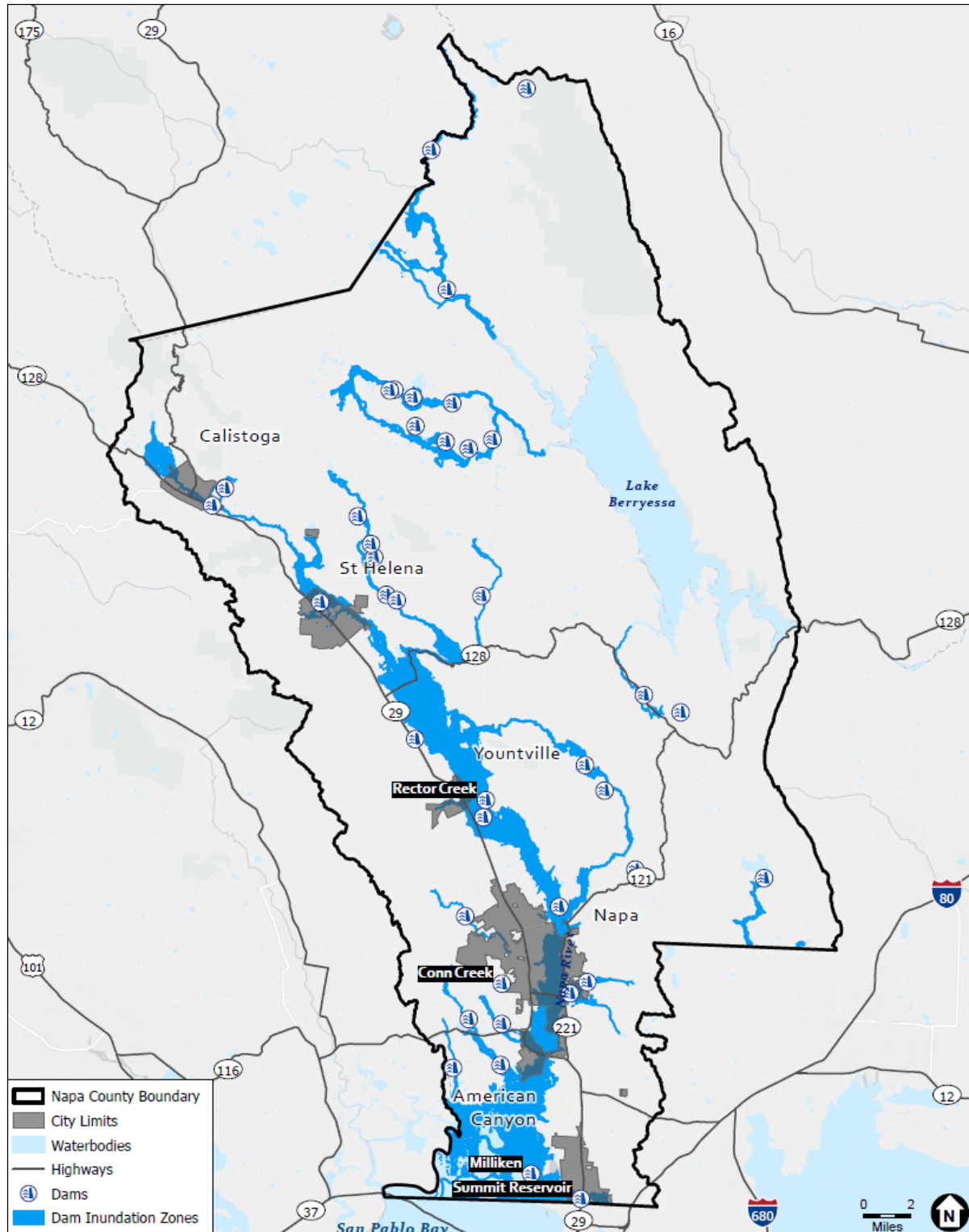


Figure 2.3-1. Napa County Dam Inundation Zones

MJHMP FIGURE 4-52 NAPA COUNTY DAM INUNDATION MAP

Population

In the event of dam failure and subsequent flooding, vulnerable populations are all populations downstream from dam failures that are incapable of escaping the area within the allowable time frame. This population includes the elderly and young who may be unable to get themselves out of the inundation area. The vulnerable population also includes those who would not have adequate warning from a television, radio emergency warning system, have not registered with reverse 911, or do not have cell phones that can receive amber alerts. The potential for loss of life is affected by the capacity and number of evacuation routes available to populations living in areas of potential inundation. The entire population in a dam failure inundation zone is exposed to the risk of a dam failure.

Approximately 12% of the total population in Napa County lives within mapped dam inundation zones. The estimated population exposed to dam inundation is summarized in **Figure 2.3-2**. It is important to note that this exposure summary includes all dam inundation areas across Napa County. However, the greatest population exposed to dam failures are residents living in proximity to Milliken Dam, Conn Dam, and Rector Creek Dam.

Vulnerable Development, Critical Facilities, and Infrastructure

Per OPR Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities. Low-lying areas are vulnerable to dam inundation, especially transportation routes. This includes all roads, railroads, and bridges in the flow path of water.

According to the Napa County MJHMP, approximately 431 of the planning area’s critical facilities and infrastructure are in a mapped dam inundation area (Napa County Office of Emergency Services, 2020). These are illustrated in **Figure 2.3-1** and **Figure 2.3-2** below.

The total parcel values at risk from dam inundation in unincorporated Napa County is over 2.5 billion dollars (Napa County Office of Emergency Services, 2020).

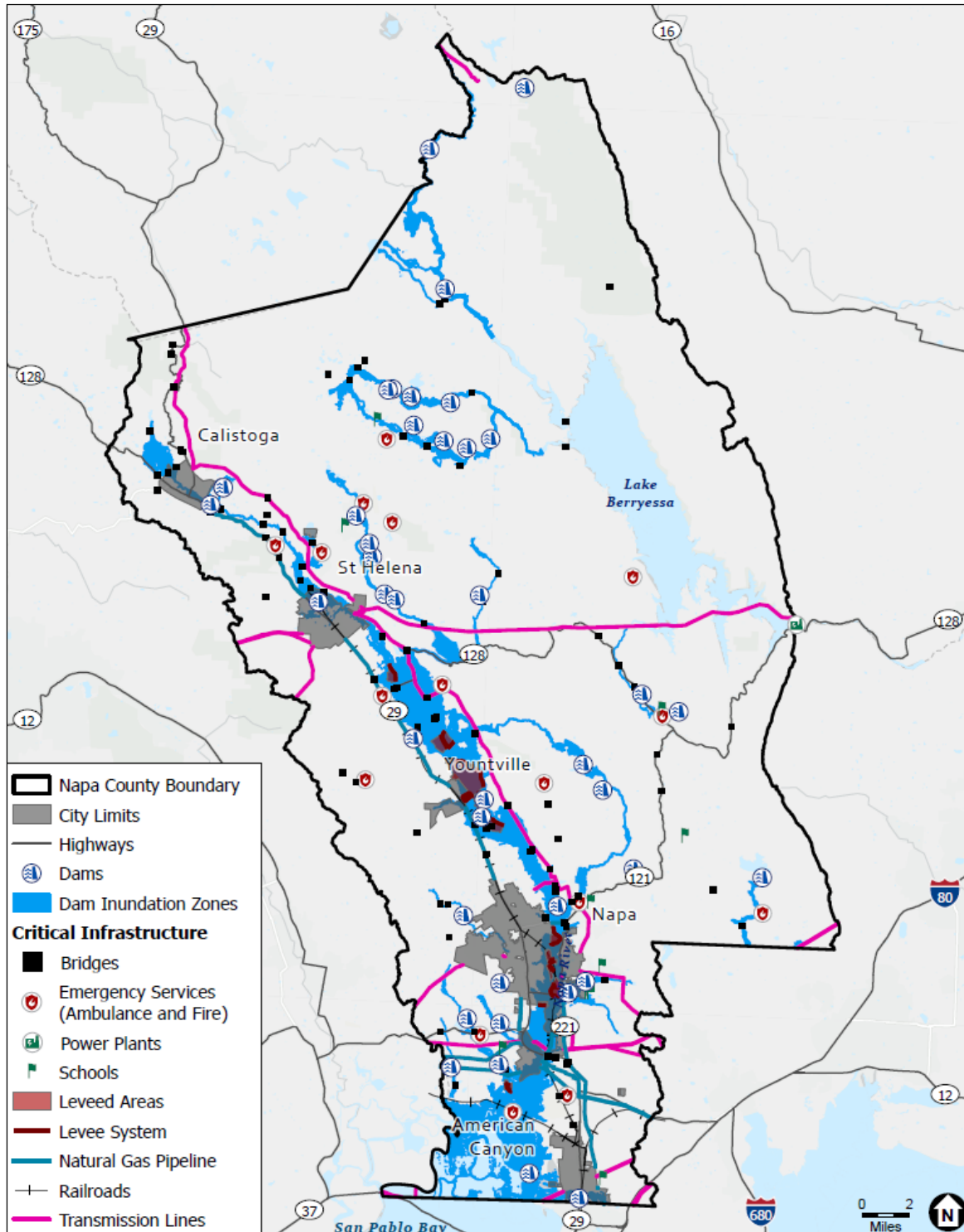


Figure 2.3-2. Napa County Dam Failure Vulnerability Snapshot

MJHMP FIGURE 4-54

Plans, Policies, Programs, and Regulatory Environment

Poor construction, lack of maintenance and repair, and deficient operational procedures are preventable or correctable through regular inspections by regulatory agencies and programmatic and policy actions, as detailed below.

U.S. Army Corps of Engineers Dam Safety Program

The U.S. Army Corps of Engineers (“Corps”) is responsible for safety inspections of some federal and nonfederal dams in the United States that meet the size and storage limitations specified in the National Dam Safety Act. The Corps has inventoried such dams and surveyed each state and federal agency’s capabilities, practices, and regulations regarding design, construction, operation, and maintenance of the dams. The Corps develops guidelines for inspection and evaluation of dam safety.

California Division of Safety of Dams

California’s Division of Safety of Dams, a division of the Department of Water Resources, monitors the dam safety program at the state level. When a new dam is proposed, Division staff inspects the site. The Division reviews dam applications and building plans to ensure that the dam is designed to meet minimum requirements and that the design is appropriate for known geologic conditions. It also inspects construction to ensure that the work is done in accordance with the approved plans. The Division inspects constructed dams on an annual basis to ensure that it is performing as intended and is not developing problems. Roughly a third of these inspections include in-depth instrumentation reviews. The Division periodically reviews the stability of dams and their major appurtenances in light of improved design approaches and requirements, as well as new findings regarding earthquake hazards and hydrologic estimates in California. (Cal. Dep’t of Water Resources, 2019)

Senate Bill 92: Dam Safety

Senate Bill 92 was signed into law on June 27th, 2017 and it provides new requirements focused on dam safety. Specifically, it requires dam owners to submit inundation maps to the Department of Water Resources. After they have been approved, the dam owner must then submit an emergency action plan (EAP) to Cal OES (California Office of Emergency Services, 2020).

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County’s MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to dam failure hazards. These have been incorporated into this Safety Element as they apply to unincorporated Napa County.

County Capacity to Respond to Hazards

While no dams have failed in Napa County to date and the chances of dam failure are low, the consequences are severe. Napa County has established protocols in their emergency operations plans for warning and response to dam failure within flood zones, including collaboration with private dam owners to implement these emergency action plans. As warning time is the most crucial component of responding to dam failure, emergency action plans contain procedures and information to assist dam owners in

issuing warning and notification messages to emergency management authorities. It is important to note that emergency action plans are not publicly available but are on file at the Napa County Office of Emergency Services or with individual dam owners and California DWR.

Moving forward, along with other regulatory agencies identified, the County should consider the dam failure hazard when permitting development in mapped dam inundation zones and downstream of high hazard and significant hazard dams in the County.

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2.4 Drought

Drought has impacted almost every county in California and has caused millions of dollars in collective damages. In Napa County, drought conditions have the potential to affect numerous aspects given impacts on water, including water restrictions, reduced water quality, restricted access to recreational opportunities, reduced air quality, health impacts, and economic impacts.

Understanding Drought

Napa County's economy is dependent upon a strong agricultural industry, which in turn provides the foundation for the second largest industry in the County, tourism. Drought could have a devastating and cascading impact on the wine industry and local economy, specifically in terms of agricultural productivity. A drought can result in farmers not being able to plant crops or the failure of planted crops. This results in loss of work for farm workers and those in food processing and wine making jobs. In the event of long term drought events, other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further layoffs. A drought can harm recreational companies that use water (e.g., swimming pools, water parks, and river rafting companies) as well as landscape and nursery businesses because people will not invest in new plants if water is not available to sustain them.

Climate change is expected to increase drought and extreme weather conditions. While the duration of drought is always in question, it is certain that California and Napa County will continue to be impacted by drought moving forward. (California Drought Contingency Plan, 2013).

Risk Assessment

Past Drought Events

The most recent major drought in California spanned 2014-2017. California State Governor Jerry Brown declared a drought state of emergency on January 17, 2014. On April 17, 2017, Brown issued Executive Order B-40-17, officially ending the drought state of emergency in all California counties except Fresno, Kings, Tulare, and Tuolumne.

According to the National Drought Monitor, Napa County is currently experiencing Exceptional Drought conditions. The National Drought Monitor provides drought data and maps nationally and on a localized scale. The National Drought Monitor is the product of eleven agencies, from the National Drought Mitigation Center (NDMC), National Oceanic and Atmospheric Administration (NOAA) and the United States Department of Agriculture (USDA). **Figure 2.4-1** depicts the U.S. Drought Monitor conditions in California for December 2017, December 2018, and conditions as of September 7th, 2021.



Napa River near the Trancas Street Bridge , September 20, 2021.
Courtesy of Napa Valley Register

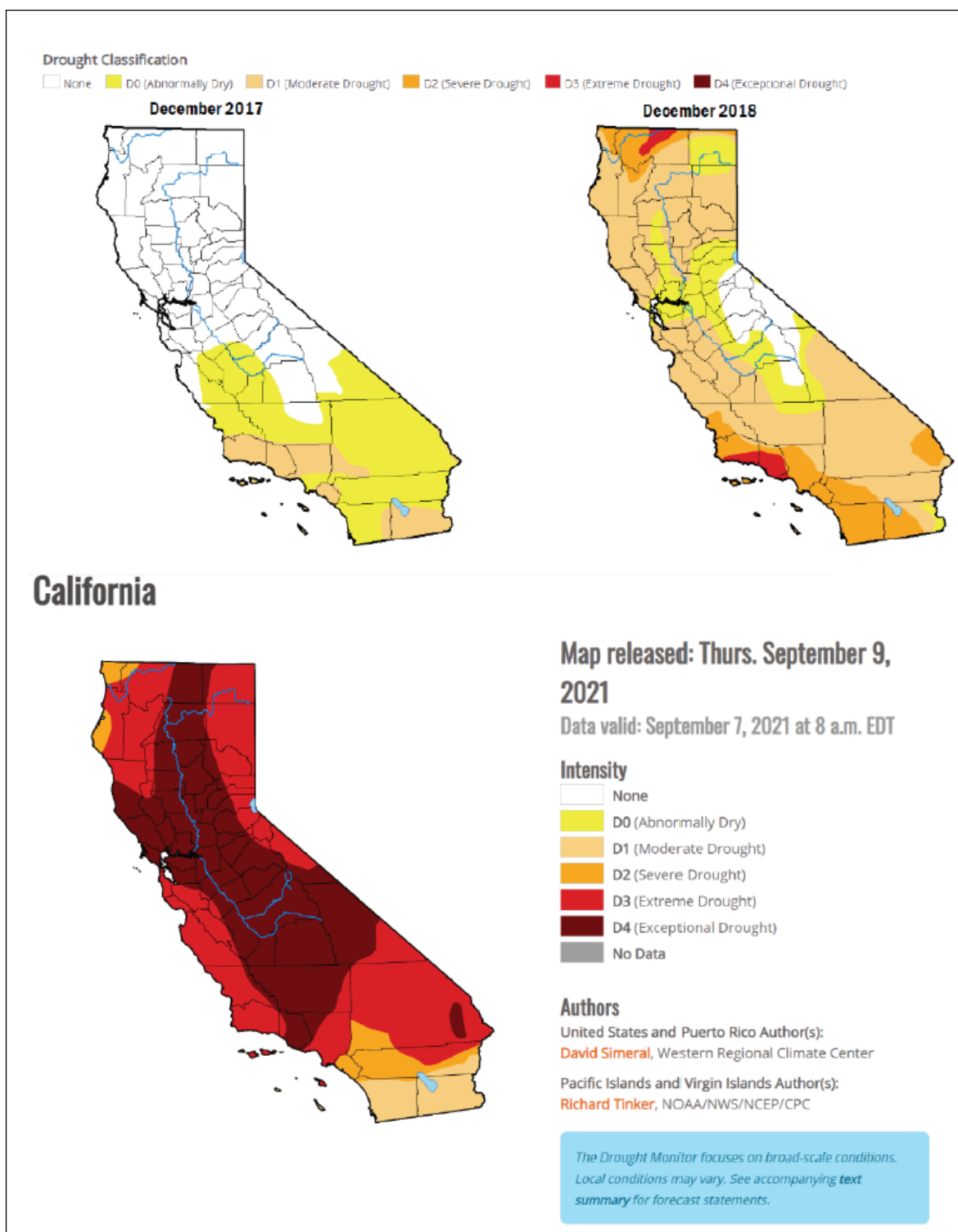


Figure 2.4-1. State of California Drought Conditions 2017, 2018 And 2021

Note to Reviewer – this graphic was used in the Napa County MJHMP

FIGURE 4-42 CALIFORNIA DROUGHT CONDITIONS 2017 VS 2018

Drought Vulnerability Analysis

Unlike hazards like wildfire and flooding which provide direct impacts, drought produces a web of impacts beyond the areas experiencing physical drought. As illustrated by the regulatory environment above, drought vulnerability usually depends on water demand, how the demand is met, and what water supplies are available to meet the demand. As a result of drought conditions and expected drought conditions moving forward, water demand in California is expected to increase. Napa County vulnerability to these drought conditions are described below.

Population

All people, property, and environments in the Napa County planning area would be exposed to some degree to the impacts of moderate to extreme drought conditions.

Frequency/Probability of Future Occurrences

Currently there is no data on the probability of drought. However, according to the results of the risk factor exercises for the participating jurisdictions as part of the Napa County MJHMP planning process, the probability of drought occurring in Napa County is likely (between 10 and 100% annual probability) (Napa County Office of Emergency Services, 2020).

Vulnerable Development, Critical Facilities, and Infrastructure

Overall, critical facilities, as defined for this plan, will continue to be operational during a drought. However, secondary hazards that could result due to drought conditions are wildfire and severe weather. A prolonged lack of precipitation dries out vegetation, which becomes increasingly susceptible to ignition as the duration of the drought extends. Extinguishing fires further stresses water supplies which can exacerbate the impacts of drought.

Severity

The severity of a drought depends on the degree of moisture deficiency, the duration, and the size and location of the affected area. The longer the duration of the drought and the larger the area impacted, the more severe the potential impacts. According to the 2050 Napa Valley Water Resources Study, water users in unincorporated Napa County areas are at the greatest risk of water shortage due to reliance on wells and groundwater, and may face water supply shortages regardless of normal rainfall years or dry years and if demands continue to increase. Droughts are not usually associated with direct impacts on people or property, but they can have significant impacts on agriculture due to loss of production, which can impact people indirectly. Other water-dependent industries are commonly forced to shut down all or a portion of their facilities, resulting in further economic losses.

On April 1, 2015, Governor Jerry Brown ordered mandatory water reductions across California (Executive Order B-37-16). This order called for residents to reduce water usage by 25 percent after recorded snowpack levels in the previous year were 20 percent of the average date. This reduction mandated lawn replacements throughout the state, customer rebates for water efficient appliances, and a prohibition on watering lawns with potable water unless water efficient drip irrigation systems are used. Furthermore, this order was enforced by the State Water Board, with assistance from local government

agencies. Although not yet mandated, similar orders could happen in response to drought conditions in the future.

According to an economic analysis of the 2016 California drought prepared by Medellín-Azuara et al, the 2016 drought cost the state’s agricultural sector \$247 million. “Spillover” loss across sectors was around \$600 million and 4,700 jobs. Overall, this represents the cascading effect that prolonged drought conditions can have on the local economy and illustrates the need for resilience efforts to be in place during drought conditions.

Secondary Hazards and Climate Change Impacts

The secondary hazard most associated with drought is wildfire. A prolonged lack of precipitation dries out vegetation, which becomes increasingly susceptible to ignition as the duration of the drought extends. In addition to increased wildfire hazards, global water resources are experiencing stresses that are further exacerbated by climate change. Adaptation strategies to future wildfires that are being implemented by the State and County are discussed in the Wildfire section of this report. With a warmer climate, drought conditions could increase in severity, frequency, and duration. More frequent extreme events such as droughts could end up being more cause for concern than the long-term change in temperature and precipitation averages.

Plans, Policies, Programs, and Regulatory Environment

California Sustainable Groundwater Management Act

Groundwater Basin: An aquifer or system of aquifers that has well defined boundaries. Under SGMA, high and medium priority groundwater basins must establish groundwater sustainability plans to manage groundwater resources.

Sustainability: The management and use of groundwater in a basin that can be maintained during the SGMA planning and implementation time period

On September 16, 2014, Governor Brown signed into law a package of bills (SB1168, AB1739 and SB1319) collectively called the Sustainable Groundwater Management Act (SGMA). SGMA requires governments and water agencies of **high and medium priority basins** to bring basins into sustainability, meaning to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. There is one high priority basin (Napa Valley) and one medium priority basin (Napa- Sonoma Lowlands) in the County. Under SGMA, these basins should reach

sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.

Executive Order B-37-16

As described above, Executive Order B-37-16 was ordered by Governor Jerry Brown in 2015. This executive order sets forth actions to use water more wisely, eliminate water waste, strengthen local drought resilience, and improve agricultural water use efficiency and drought planning. Directive #10 specified that, “For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.” As of September 2021, all the Napa Valley governments, including Napa County, are working towards completing a new regional study called the Napa Valley Drought Contingency Plan.

California Water Plan

The California Water Plan is the State's strategic plan for sustainably managing and developing water resources for current and future generations. Required by Water Code Section 10005(a), it presents the status and trends of California's water-dependent natural resources; water supplies; and agricultural, urban, and environmental water demands for a range of plausible future scenarios. The California Water Plan was updated most recently in 2018.

Napa County Flood Control and Water Conservation District

The Napa County Flood Control and Water Conservation District (NCFCWCD) was established by the California State Legislature in 1951. Since its formation, NCFCWCD has developed two principal and distinct service activities: water conservation and flood control. The District's water conservation services primarily involve administering contracts with the State of California and the United States Bureau of Reclamation for annual water supply entitlements from the State Water Project and the Solano Project, respectively. As part of its administrative duties, the District subcontracts its imported water supply entitlements to cities and special districts throughout Napa County.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to drought events. These have been incorporated into this Safety Element as they apply to unincorporated Napa County.

Napa County General Plan

The 2009 Napa County General Plan includes goals, policies, and action items specifically pertaining to water conservation.:

Napa County Drought Tolerant Landscaping Requirements

Napa County Ordinances require drought tolerant landscaping measures in development projects, including the following:

- **Commercial Limited District-** All required landscaping shall be irrigated and permanently maintained and shall include drought-tolerant plantings to the maximum extent feasible. § 18.28.050
- **Marine Commercial District-** All required landscaping shall be irrigated and permanently maintained. Landscaping shall be limited to drought-tolerant plantings to the maximum extent feasible. § 18.34.050
- **Public Lands District-** In the selection of new plant materials, preference shall be given to native and drought-tolerant species, and to species which are hardy, long-lived, and require little maintenance. § 18.50.060
- **Commercial Neighborhood District-** All required landscaping shall be irrigated and permanently maintained by the owner, lessee or occupant and shall include drought-tolerant plantings to the maximum extent feasible. § 18.32.060
- **General Industrial Zoning District-** In the selection of new plant materials, preference shall be given to native and drought-tolerant species, and to species which are hardy, long-lived, and require

little maintenance. Landscaping material shall also be consistent with any applicable approved master landscape plan. § 18.44.110

- **Conservation Regulations-** Plant materials shall be drought-tolerant and compatible with the existing habitat area in which the project is located. § 18.108.100

Special Projects

CA Division of Water Rights Water Supply/Demand Visualization Tool

In April 2021, the State Water Resources Control Board, Division of Water Rights (Division) developed an online tool that shows basic monthly water balance data for past years in major watersheds throughout California. Although this tool at this time is intended for informational purposes and will not be used to make water allocation or shortage decisions, the Water Supply and Demand Visualization Tool allows stakeholders interested in California's water accounting to have a transparent way to see supply and demand information, locations of diversions, and water right types throughout the state. Collecting and displaying the best available data helps to protect senior water rights, community and industry water needs, and the environment as a whole.

Napa County Flood and Water Resources Water Conservation Programs

Like many cities and counties across California, Napa County has implemented water conservation incentive programs and resources to help combat the effects of the drought at the local and regional level, while helping residents save money. These programs include, but are not limited to, water bill rebates for reductions in water use around the home, water wise landscaping resources, and free water conservation devices.

County Capacity to Respond to Hazards

As of 2021, the State of California has implemented statewide regulations and special projects in response to drought conditions. These types of regulations work to effectively manage water resources under drought conditions and ensure community health and safety as a result. Similar regulations at the local level have been enacted, such as policy that new and future development must comply with. The County has implemented several water conservation programs, including rebates for water conserving appliances and free-water saving devices for residents; however, the County is still currently vulnerable to water supply issues because of drought and other factors.

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2.5 Flooding

Flooding occurs when the existing channel of a stream, river, canyon, or other water course cannot contain excess runoff from rainfall or snowmelt, resulting in overflow on to adjacent lands. These are also the most common causes of flood in Napa County (Napa County Office of Emergency Services, 2020). Flooding may also occur due to high tides, extreme rain, and wind.

Understanding Floods

In order to understand flood hazards, it is important to note that connections between a river and its floodplain are most apparent during and after major flood events. A **floodplain** is any land area susceptible to being inundated by floodwaters from any source. This can include coastal areas impacted by storm surge, land along a river or bayou that is flooded when that waterway rises out of its banks, or low-lying land that fills with water when it rains. As defined by the Federal Emergency Management Agency (FEMA), these include:

- **500-year flood plain.** This is the portion of land that would be covered during a flood event that has a 0.2 percent chance of being equaled or exceeded each year.
- **100-year flood plain.** This is the portion of land that would be covered during a flood event that has a one percent chance of being equaled or exceeded each year.

Floodplains in Napa County, as determined by FEMA, are mapped in **Figure 2.5-1** below.



Napa River and Downtown Napa. Courtesy of the Napa County Flood Control and Water Conservation District

Floodways are the channel of the river or stream and the adjacent land that must remain free from obstruction

Flood Fringes are the remaining portion of the floodplain. FEMA and state regulations permit communities to allow the flood fringe to be obstructed and developed if specific development standards are met.

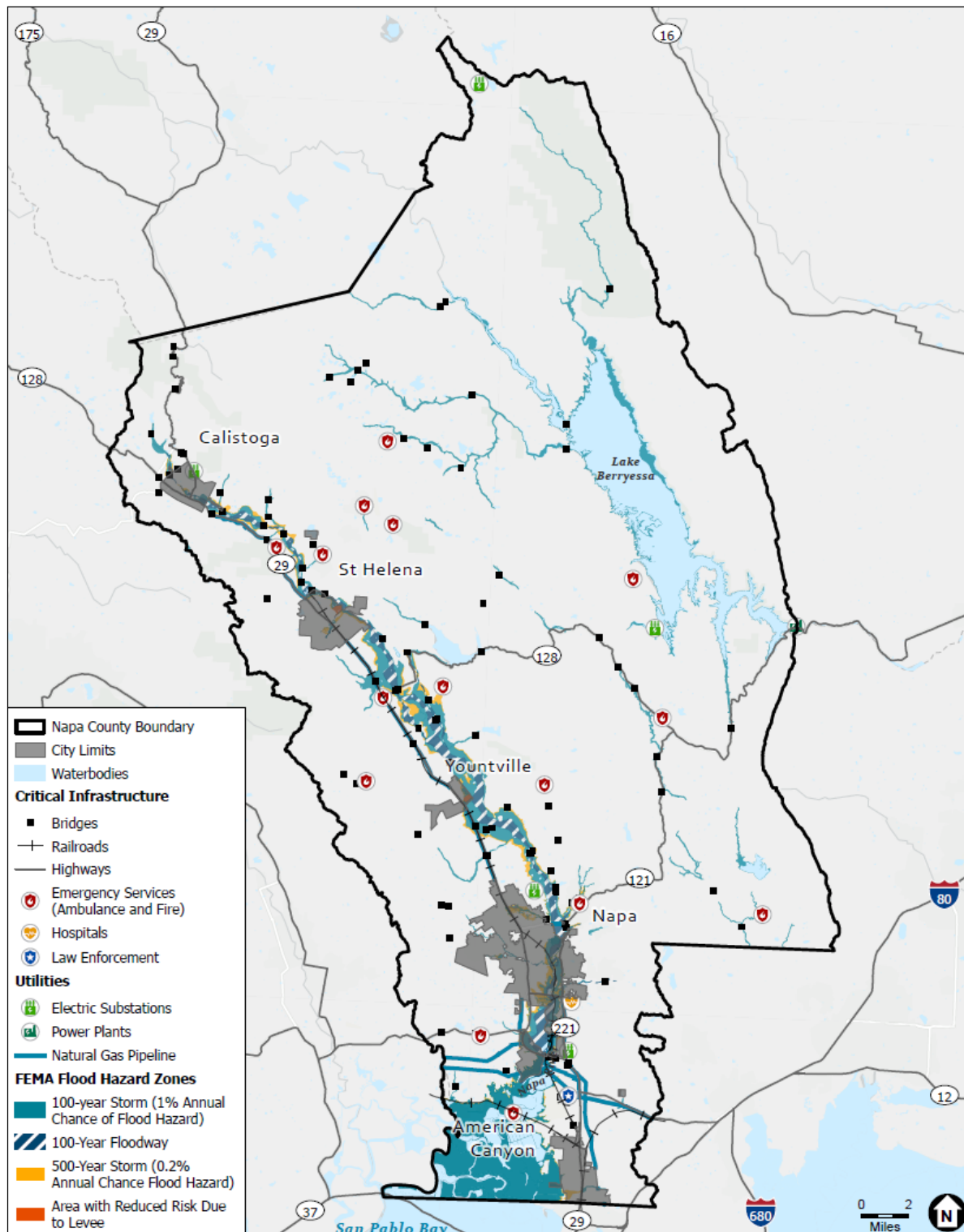


Figure 2.5-1 FEMA Flood Zone Exposure Map

MJHMP FIGURE 4-25 FEMA FLOOD ZONE EXPOSURE MAP

Risk Assessment

Local Conditions

All lands adjacent to the Napa River are subject to flooding. The floor of Napa Valley has been subject to frequent flooding, resulting in severe damage to agriculture and urban development. **Figure 2.5-1** shows the location of flood hazard zones in Napa County, which are mainly located around the Napa River. Streamflow of flood-producing magnitude is the result of storms causing precipitation over the entire Napa River basin for periods in excess of approximately 12 hours (Napa County Office of Emergency Services, 2020). In Napa County, the most intense periods of rainfall typically occur in December, January and February. (FEMA, 2016).

While the Napa River serves as the main drainage in Napa County, there are several creeks to the east and west of the Napa River that can harm communities if a flooding event were to occur. Garnett Creek is the uncontrolled headwaters of the Napa River in the northwest end of the valley. On the west side of the watershed, Sulphur Creek, Dry Creek, Hopper Creek, Redwood Creek, Napa Creek and Browns Valley Creek all contribute substantial runoff to the Napa River drainage during the wet season. On the east side, Conn Creek, Rector Creek, and Milliken Creek all have similar characteristics.

As described in more detail below, the Napa River/Napa Creek Flood Protection Project is responsible for the effective management and planning for resilience to catastrophic flooding along the river's banks.

Flood Vulnerability Analysis

This section describes vulnerabilities to flooding in terms of population, property, and infrastructure, and provides graphic representation of these assets and are overlaid on FEMA floodplains. Low lying populations and infrastructure, such as roads, are especially vulnerable to flood hazards and serve critical access functions for residents and emergency responders.

Population

According to the Napa County MJHMP, it was estimated that the total exposed population is 3,785 within the 100-YR floodplain and 4,068 within the 500-YR floodplain. The entire population in a dam failure inundation zone is exposed to the risk of a dam failure. Approximately 12% of the population in unincorporated Napa County lives within mapped 100- and 500-year floodplains, and 7% of parcels are located within these areas (Napa County Office of Emergency Services, 2020). The estimated population exposed to dam inundation is summarized in **Figure 2.5-2**.

Vulnerable Development, Critical Facilities, and Infrastructure

Per OPR Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities. Low-lying areas are vulnerable to dam inundation, especially transportation routes. This includes all roads, railroads, and bridges in the flow path of water.

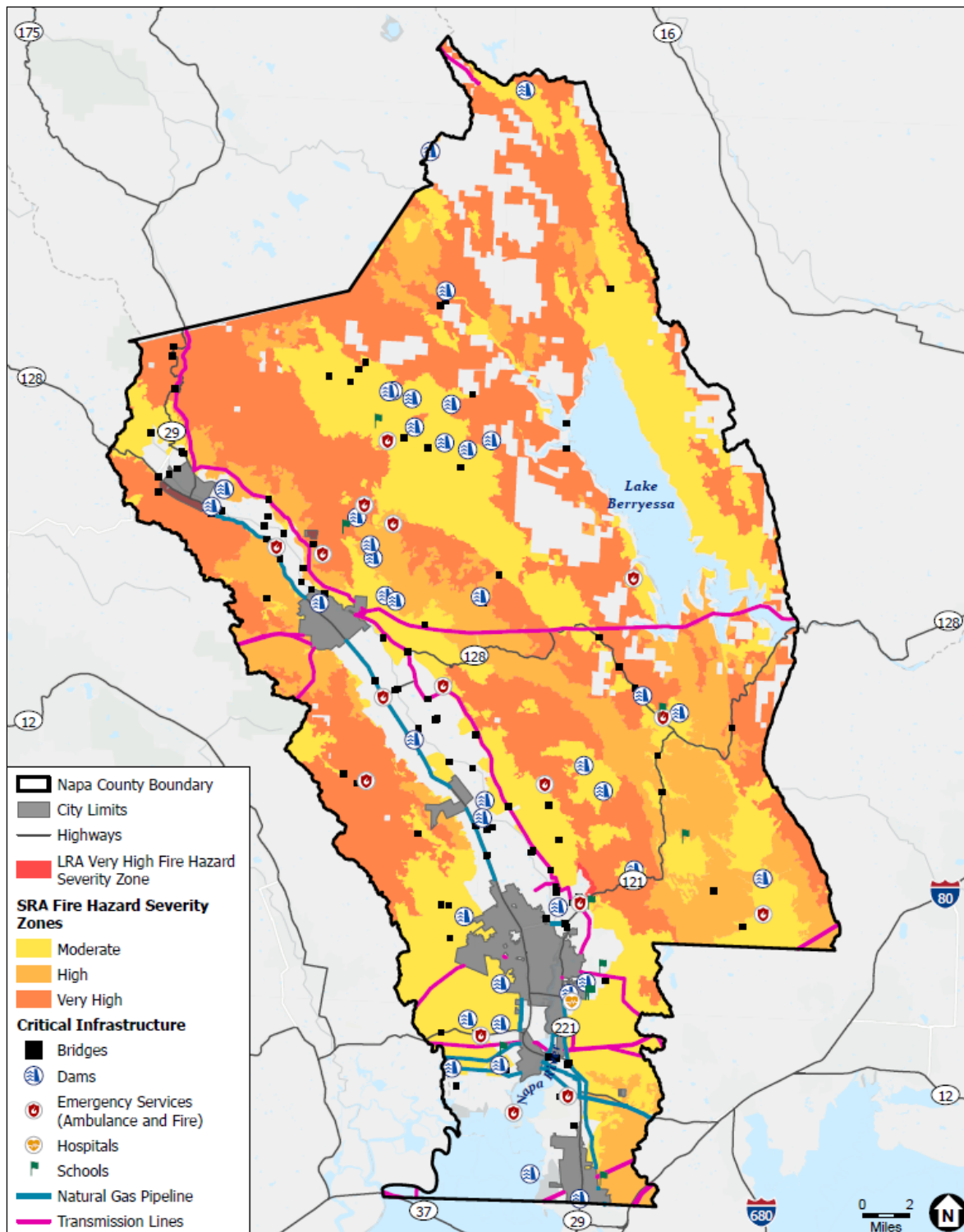


Figure 2.5-2. Napa County Vulnerable Development

MJHMP FIGURE 4-35 FEMA FLOOD ZONE EXPOSURE AND SNAPSHOT MAP

According to the Napa County MJHMP, approximately 3 of the planning area's critical facilities and 57 linear miles of transportation and linear infrastructure points are mapped within designated floodplains. Similar to wildfire hazards, transportation infrastructure is especially important in planning for flood hazards, as these facilities provide ingress and egress in the event of an emergency. These are identified in **Figure 2.5-2** and more specifically include the following transportation and linear facilities:

Roads

The following major roads in Napa County pass through the 100-year floodplain and thus are exposed to flooding:

- State HWY 29
- State HWY 128
- Silverado Trail
- Yount Street
- Trancas Street
- Zinfandel Lane
- Deer Park Road
- Sage Canyon Road
- Solano Avenue

Bridges

Flooding events can significantly impact road bridges. An analysis showed that there are 56 bridges that are in or cross over the 100-YR floodplain and no bridges in or crossing the 500-YR floodplain.

Water and Sewer Infrastructure

Water and sewer systems can be affected by flooding. Similarly, these facilities also convey floodwaters.

Levees

Levees have been built in Napa County to protect areas from the 100-YR flood event. Levees and flood control channels have been built along the Napa River to protect surrounding agricultural areas and populated parts of the County from the 100-year flood event.

County Capacity to Respond to Hazards

Since the 1970s, Napa County residents have suffered \$542 million in property damage alone from flood hazards (Napa County Public Works, n.d.). Napa County has implemented measures to increase adaptive capacity to ensure that development projects can withstand flood hazards. On a planning level, these interventions include, but are not limited to, public agency responsibilities, development and regulatory standards, capital improvements, and other long term flood protection and resilience projects. The Napa County Public Works, the Napa County Flood and Water Conservation District, and other regulatory agencies such as the Army Corps of Engineers (ACOE), have built and are planning critical pieces of

flood infrastructure that can convey floodwaters in the event of a flood hazard. Regulations and projects that aim to increase adaptive capacity to flood hazards are detailed below.

Special Projects

Napa River Flood Management Plan

The Napa River/Napa Creek Flood Protection District is responsible for the effective management and planning for resilience to catastrophic flooding along the river's banks. Developed in collaboration by the District, Napa County Department of Public Works, and the Napa County Community Coalition, the Napa River Flood Management Plan is a multi-objective and restorative approach to flood protection. Elements of the Napa Project include bank terracing, bridge replacements, bypass channels, culverts, floodwalls, and levees. Once complete, the Project would restore more than 650 acres of high-value tidal wetlands of the San Francisco Bay Estuary while protecting 2,700 homes, 350 businesses, and over 50 public properties from 100-year flood levels, a savings of \$26 million annually in flood damage costs.

As of 2021, a number of project components have been completed. However, several are still in the construction process, including floodwalls/levees north of the Oxbow and bypass pump station, floodwalls and trail on west side of Napa River (Imola to Hatt), and floodwalls around Oxbow and floodwalls and trail on east side of Napa River (Tulocay Creek to Third Street).

Plans, Policies, Programs, and Regulatory Environment

Given the proximity of navigable waterways that are subject to flood hazards in Napa County, there are multiple responsible agencies and policy measures that have been put in place in order to make the County more resilient to flood hazards. For example, Napa County Flood Control and Water Conservation District is the local sponsor for the award-winning Napa River Flood Management Plan and administers water supply contracts, watershed management and stormwater management programs throughout Napa County. Relevant regulations and agencies are described below.

Napa County Flood Control and Water Conservation District (District)

The District's flood management services focus on managing and coordinating projects intended to protect local communities from inundation by maintaining and clearing tributary channels and sponsoring capital improvements. This includes implementing the voter-approved "Napa River/Napa Creek Flood Protection Project," which includes projects to protect the City of Napa from a 100-year flood.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to flood hazards.

Flood protection for development in Napa County Code, § 16.04

The Napa County Code addresses flooding through regulation of land use activities (§ 16.04). Regulations include prohibiting land uses that could result in increased erosion and flooding; requiring flood protection at initial construction; limiting the alternation of natural floodplains and stream

channels during construction; and avoiding constructing barriers that could unnaturally divert floodwaters or increase flood hazards. The regulations also include development restrictions for the protection of riparian areas.

Drainage and flood control facilities in Napa County Code, § 17.36

Napa County Code outlines requirements for drainage and flood control facilities and flood control protection for new development, based on the size of development. Drainage facilities should be designed to capture projected runoff from a storm with a frequency of one in one hundred years, and must be approved by the County before installation. Similar requirements are in place for improvement plans for flood control facilities.

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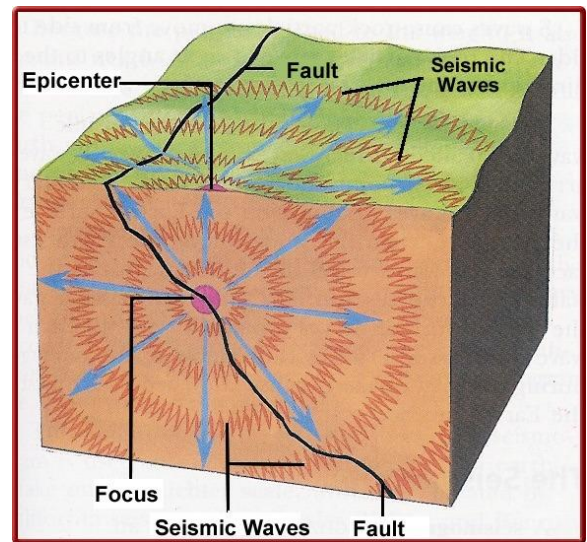
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2.6 Geologic and Seismic Hazards

The Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) identified and profiled earthquakes as a priority hazard, which is included in the list of nine natural hazard threats (Napa County Office of Emergency Services, 2020). An **earthquake** is the sudden shaking of the ground caused by the passage of seismic waves through Earth's rocks. **Seismic waves** are produced when some form of energy stored in Earth's crust is suddenly released, usually when masses of rock straining against one another suddenly fracture and slip. Earthquakes associated with this type of energy release are called tectonic earthquakes. The energy also can be released by elastic strain, gravity, chemical reactions, or even the motion of massive bodies. Earthquakes occur most often along geologic faults. **Faults** are narrow zones where rock masses move in relation to one another. Earthquakes can also result in fault rupture, which occurs when movement on a fault deep within the earth breaks through to the surface creating an offset in the ground as the two sides of the fault slip past each other. The intense shaking of an earthquake can cause damage and lead to the collapse of buildings and structures.



Earthquake cross section. Courtesy of Essentials of Geology

Earthquake Classifications

Earthquakes are typically classified in one of two ways: by the amount of energy released, measured as magnitude; or by the impact on people and structures, measured as intensity.

Magnitude measures the strength of earthquakes and is the most common method for measuring earthquakes. The magnitude of an earthquake is related to the total area of the fault that ruptured, as well as the amount of offset, or displacement, across the fault. As shown in **Table 2.6-1**, there are seven earthquake magnitude classes, which range from micro to great. A magnitude class of great can cause tremendous damage to infrastructure, compared to a micro class, which results in minor damage to infrastructure.

Intensity refers to the effect of an earthquake on the Earth's surface. Earthquake intensity decreases with increasing distance from the epicenter of the earthquake. Although various intensity scales have been developed to evaluate the effects of earthquakes, the one currently used in the United States is the Modified Mercalli Intensity (MMI) Scale. The MMI value assigned to a specific site after an earthquake has a more meaningful measure of severity to the nonscientist than the magnitude because intensity refers to the effects experienced at that place.

TABLE 2.6-1. EARTHQUAKE MAGNITUDE CLASSES

Magnitude Class	Magnitude (M) Range	Description
Great	M>8	Tremendous damage
Major	7<=M<7.9	Widespread heavy damage
Strong	6<=M<6.9	Severe damage
Moderate	5<=M<5.9	Considerable damage
Light	4<=M<4.9	Moderate damage
Minor	3<=M<3.9	Rarely causes damage
Micro	M<3	Minor damage

SOURCE: Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

The lower numbers of the intensity scale generally deal with the manner in which the earthquake is felt by people. The higher numbers of the scale are based on observed structural damage. Structural engineers usually contribute information for assigning intensity values of VIII or above. **Table 2.6-2** includes the description of the levels of MMI.

TABLE 2.6-2. MODIFIED MERCALLI INTENSITY LEVEL DESCRIPTIONS

Intensity	Description
I	Not felt, except by a very few people under especially favorable conditions.
II	Felt only by a few people at rest, especially on the upper floors of buildings.
III	Noticeable by people indoors, especially on the upper floors of buildings, although it is not widely recognized as an earthquake. Parked vehicles may move slightly.
IV	Felt indoors by many and felt outdoors by some. May awaken sleeping people. Dishes, windows, and doors disturbed. Parked vehicles move noticeably.
V	Felt by almost everyone. Sleeping people awaken, and some dishes and windows broken. Unstable objects overturned, and pendulum clocks may stop.
VI	Felt by everyone. Some heavy furniture moved, and some instances of falling plaster. Damage slight, although many people may be frightened.
VII	Considerable damage in poorly built or badly designed structures, slight to moderate damage in well-built ordinary structures, and negligible damage in buildings of good design and construction. Some chimneys broken.
VIII	Great damage in poorly built structures, considerable damage and partial collapse of well-built ordinary structures, and slight damage in specially designed structures. Chimneys, factory stacks, columns, monuments, and walls fall. Heavy furniture overturned.
IX	Well-designed structures thrown out of plum, considerable damage in specially-designed structures. Substantial buildings suffer great damage and partial collapse. Buildings shifted off foundations.
X	Some well-built wood structures destroyed. Most masonry and frame structures and foundations destroyed. Rails bent.
XI	Few if any masonry structures remain standing. Bridges destroyed and rails greatly bent.
XII	Total damage. Lines of sight and level are distorted. Objects thrown into the air.

SOURCE: USGS, 2019 and Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

Risk Assessment

Local Conditions

The Alquist-Priolo Act established earthquake fault zones in California. These Alquist-Priolo Earthquake Fault Zones encompass surface traces of active faults that have a potential for future surface fault rupture and are mapped across California. These zones have been established by the State Geologist and indicate an active fault within the zone. The fault may pose a risk to existing or future structures from a surface fault rupture.

Figure 2.6-1, Regional Fault Lines, shows the location of fault zones as well as the underlying quaternary faults near the County. According to the MJHMP, the faults most likely to produce strong ground shaking in the County include the Northern Hayward/Rodgers Creek in the west, the Maacama in the northwest, the Hunting Creek-Berryessa in the north, the Green Valley in the southeast and the West Napa in the south central. The Green Valley and the West Napa Fault are the only two major faults that pass through County boundaries. (Association of Bay Area Governments, 2014)

Past Earthquake Events

According to the MJHMP, multiple earthquakes have occurred in and near the County over the last 20 years. As outlined in **Table 2.6-3**, there have been seven earthquake events with a magnitude of 4.0 or greater since the year 2000. Two large-scale earthquakes in Napa County, a 5.2 on the West Napa Fault and the South Napa earthquake, caused damage, death, and injuries. The August 24, 2014 South Napa earthquake was the largest in the San Francisco Bay Area since 1989, registering at 6.0 on the magnitude scale with a MMI of VIII (Severe). Total damage from the South Napa earthquake ranged from \$362 million to \$1 billion, resulted in 200 injured, and one fatality.

TABLE 2.6-3. EARTHQUAKE EVENTS IN NAPA COUNTY 2000 – 2018

Date	Location	Magnitude	Description ^a
1/4/2018	2 km from Berkeley	4.4	Moderate damage
5/22/2015	10 km ENE of Yountville	4.1	Moderate damage
8/24/2014	South Napa	6.0	Severe damage
8/3/2006	Northern California	4.5	Moderate damage
5/8/2005	Northern California	4.1	Moderate damage
5/25/2003	Northern California	4.1	Moderate damage
9/3/2000	4.8 km SSW of Yountville	5.2	Considerable damage

^a Descriptions were derived from Table 2.6-1, Earthquake Magnitude Classes, above.

SOURCE: USGS; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

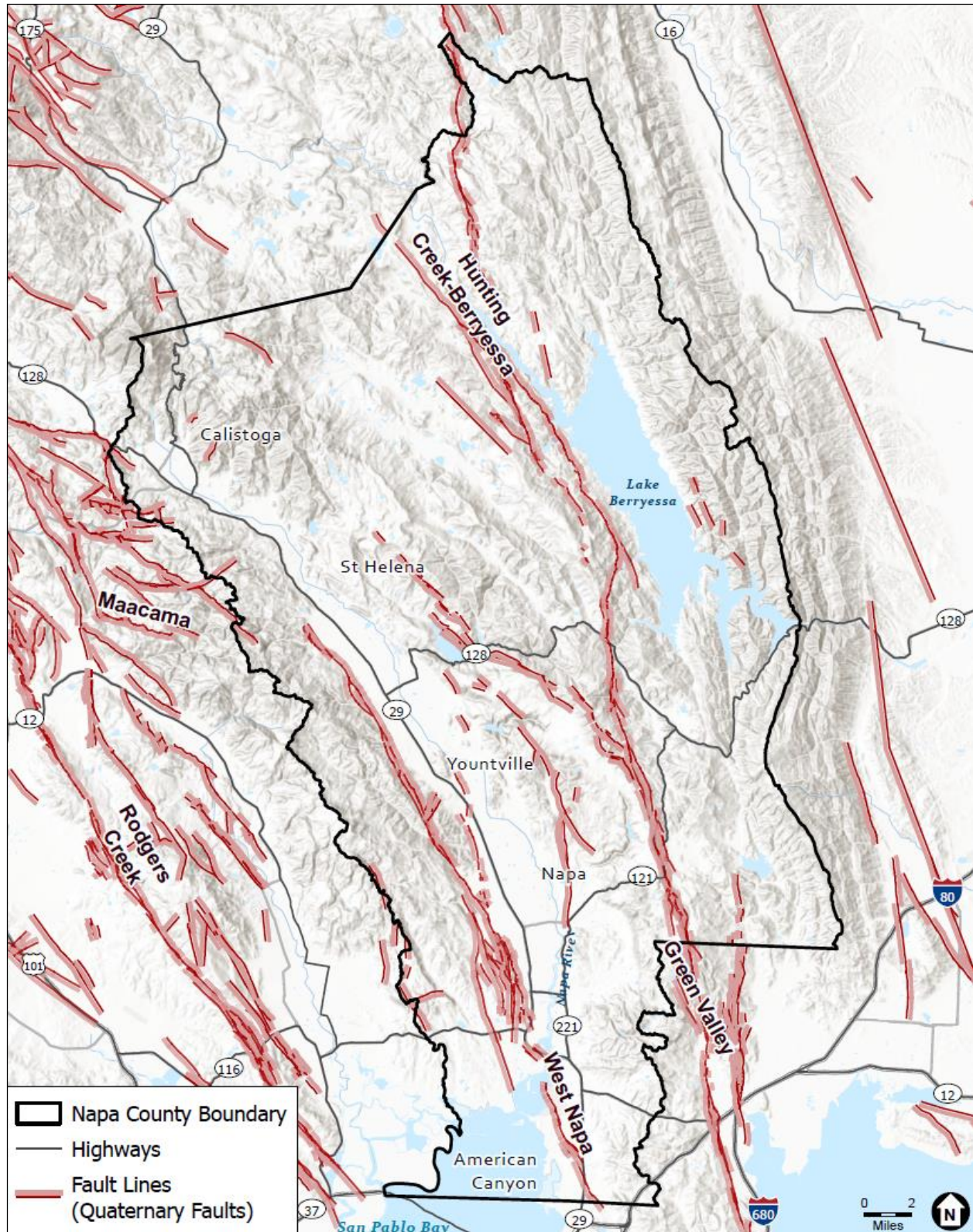


Figure 2.6-1. Regional Fault Lines

Earthquake Vulnerability Analysis

Earthquakes are a considerable threat to life and property in Napa County. A moderate to severe seismic incident on any fault zone in close proximity to the County is expected to cause:

- Extensive property damage, particularly to pre-1930's unreinforced masonry structures,
- Possible fatalities and injuries,
- Damage to water and sewage systems,
- Disruption of communications systems,
- Broken gas mains and petroleum pipelines,
- Disruption of transportation arteries, and
- Competing requests for regional aid resources.



2014 South Napa Earthquake damaged unreinforced masonry building on Main St. in Napa Downtown. *Courtesy of USGS*

The vulnerability analysis contained in the County MJHMP included analyses on population, frequency/probability of future occurrences, critical facilities, hazardous material fixed facilities, utilities and infrastructure, which are discussed briefly below.

Population

All people, property, and environments in the Napa County planning area would be exposed to direct and indirect impacts from earthquakes. As shown in **Figure 2.6-2**, approximately 100 percent of the population is either in Very Strong, Severe, or Violent probabilistic shake intensity zones.

Frequency/Probability of Future Occurrences

The probability of earthquake event in Napa County is based on the approximate location of earthquake faults within and outside the region. According to the MJHMP, the probability of an earthquake occurring in the County is likely between a 10 and 100 percent annual probability. According to the USGS's earthquake probability maps, shown in **Figure 2.6-3**, the Hunting Creek-Berryessa fault has a 5 percent chance of producing an earthquake of 6.7 magnitude or greater in the next 30 years, while the Rodgers Creek / Hayward North fault, located just outside County boundaries, has more than 10 percent chance. The combined probability of a major earthquake occurring on one of the major faults passing through the County is 63 percent over the next thirty years (Association of Bay Area Governments, 2014).

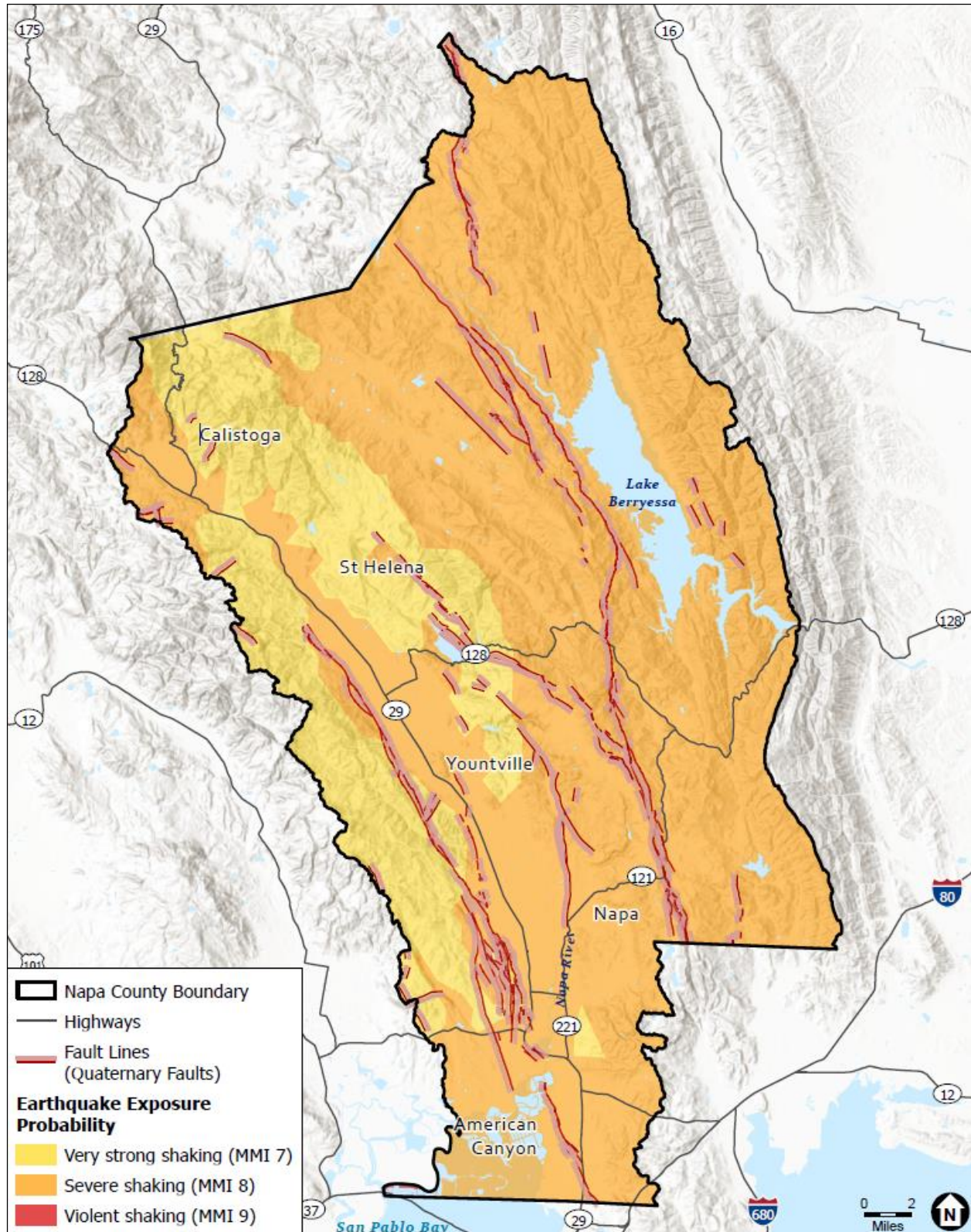


Figure 2.6-2. c Exposure Probability Map

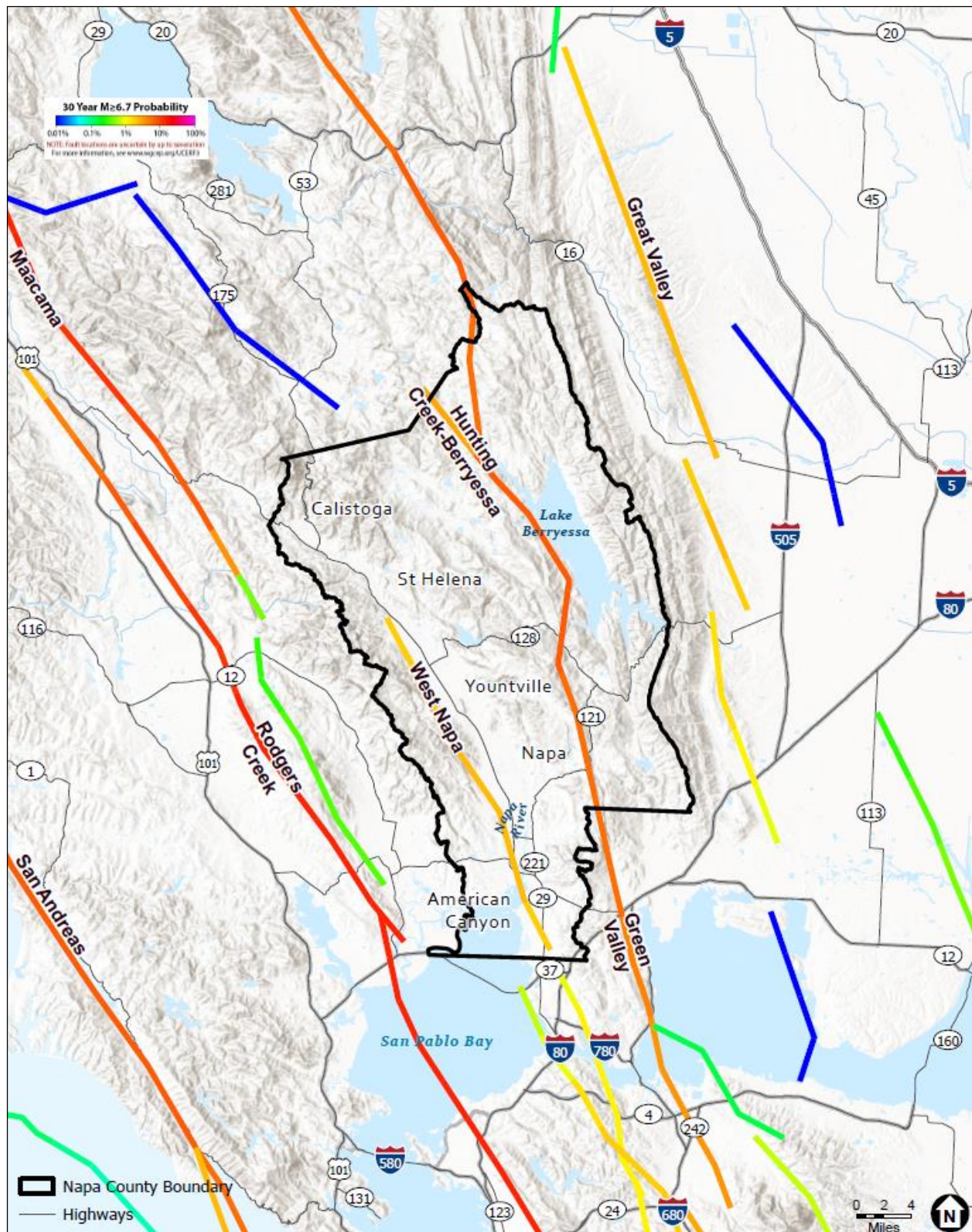


Figure 2.6-3. Fault Probability Map

Critical Facilities, Hazardous Material Fixed Facilities, Utilities and Infrastructure

All critical facilities in Napa County are exposed to earthquake hazards. Seismic risks, or losses, that are likely to result from exposure to seismic hazards include:

- Utility outages;
- Economic losses for repair and replacement of critical facilities, roads, buildings, etc.;
- Indirect economic losses such as income lost during downtime resulting from damaged public infrastructure; and
- Roads or railroads that are blocked or damaged preventing access throughout the area and isolating residents and emergency service providers needing to reach vulnerable populations or to make repairs.

Earthquakes can produce hazardous materials threats at very high levels. Depending on the build and construction of each hazardous materials facility, the earthquake-initiated hazardous material release potential will vary. Hazardous materials contained within masonry or concrete structures built before certain benchmark years (1996, 1992, 1990, and 1977) may be particularly vulnerable (County Building Department; Napa County Office of Emergency Services, 2020).

Linear utilities and transportation routes are vulnerable to rupture and damage during and after a significant earthquake event. The impact of a single failure can have affects across multiple systems and utility sectors, especially degrading infrastructure systems that could result in outages that last weeks to multiple months.

Water supply utilities and their availability to distribute water to support life and treating the sick and the injured after an earthquake event are of major concern to the County. There are three water reservoirs within the City of Napa that have all been recently retrograded and covered, and one reservoir in the City of St Helena that will likely provide ample potable water to meet demands.

Napa County's natural gas utility, Pacific Gas and Electric Company (PG&E), is responsible for designing, constructing, maintaining, and operating the natural gas system safely and efficiently. Gas customers and County residents are responsible for using gas safely on their property and within their buildings and other facilities. Customers meet this responsibility by maintaining their gas appliances in good working condition, assuring that only qualified individuals are able to modify or maintain their gas service and facility piping, and knowing what to do before and after earthquakes to maintain the safe operation of their natural gas service.

Telecommunication systems will be affected by system failure, overloads, loss of electrical power and possible failure of some alternate power systems. Immediately following an event, numerous failures will occur, compounded by system use overloads.

Severity

The severity of an earthquake in the County was analyzed using the magnitude 6.7 West Napa Fault earthquake scenario to show possible shake severity in the region and was modeled after the South Napa

Earthquake in 2014. The scenario showed that in the event of a 6.7 magnitude earthquake along the West Napa fault, the County would experience moderate to severe shaking, similar to that of the South Napa Earthquake in 2014. A 6.7 magnitude earthquake would be classified as a strong earthquake that would result in severe damage and would have an intensity of VIII (Severe). As shown in **Table 2.6-2**, above, an earthquake with VIII intensity is described as resulting in great damage to poorly built structures, considerable damage and partial collapse of well-built ordinary structures, and slight damage in specially designed structures.

In addition, severity of an earthquake event could be aggravated by collateral emergencies such as fires, hazardous material spills, utility disruptions, landslides, transportation emergencies, and the possible failure of the Napa County dams.

Secondary Hazards

Secondary hazards that could be created by earthquakes include soil liquefaction and tsunamis. Additionally, artificial induction may potentially trigger earthquakes and has been identified as a hazard of concern for the County. These hazards are defined below.

Soil Liquefaction

Soil liquefaction occurs when material that is ordinarily a solid behaves like a liquid. Soil liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other rapid loading. Soil liquefaction and related phenomena have been responsible for tremendous amounts of damage in historical earthquakes around the world. Saturated or partially-saturated soil substantially loses strength and stiffness in response to an applied stress such as shaking during an earthquake or other sudden change in stress condition. Soil liquefaction can cause severe damage to property, including damaging pipes, compromising building foundations, and bucking roads and airport runways.

Tsunamis

A tsunami is a series of traveling ocean waves of extremely long length that are generated by disturbances occurring below or near the ocean floor that are primarily associated with earthquakes. However, tsunamis can also be generated by submarine landslides, submarine volcanic eruptions, the collapse of volcanic edifices, and, in very rare instances, large meteorite impacts in the ocean. Tsunamis diffuse around land masses and typically affect beaches that are open to the ocean, bay mouths, tidal flats, and the shores of large coastal rivers. Tsunami are not symmetrical, as such, the waves may be much stronger in one direction than another, depending on the nature of the source and the surrounding geography. However, because tsunamis propagate outward from their source, coasts in the shadow of affected land masses are usually fairly safe.

Artificial Induction

Earthquakes are sometimes caused by human activities, including the injection of fluids into deep wells, pumping of ground water, the excavation of mines, and the filling of large reservoirs. In fluid injection, the slip is thought to be induced by premature release of elastic strain, as in the case of tectonic earthquakes, after fault surfaces are lubricated by the liquid.

Other hazards can also occur from earthquakes and are profiled in other parts of this Element, such as dam failure or wildfires, and are discussed in detail in Sections 2.3, *Dam Failure* and 2.11, *Wildfire Hazards* respectively.

County Capacity to Respond to Hazard

In any earthquake, the primary consideration is saving lives. Time and effort must also be given to providing for people's mental health by reuniting families, providing shelter to the displaced persons, and restoring basic needs and services. A major effort will be needed to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and temporary housing for affected citizens.

There is currently no reliable way to predict the day or month that an earthquake will occur at any given location. The County MJHMP states that there is research being done with warning systems that use the low energy waves that may anticipate major earthquakes. Seconds and minutes of advance warning can allow people and systems to take actions to protect life and property from destructive shaking. Even a few seconds of warning can enable protective actions such as:

- Public: Citizens, including schoolchildren, drop, cover, and hold on; turn off stoves, safely stop vehicles.
- Businesses: Personnel move to safe locations, automated systems ensure elevator doors open, production lines are shut down, sensitive equipment is placed in a safe mode.
- Medical services: Surgeons, dentists, and others stop delicate procedures.
- Emergency responders: Open firehouse doors, personnel prepare and prioritize response decisions.
- Power infrastructure: Protect power stations and grid facilities from strong shaking.

Napa County has had several participating jurisdictions identify issues and/or weaknesses through Planning Committees for their respective facilities as part of the mitigation identification process. The committees utilized the Risk Assessment Mapping Platform (RAMP) mapping tool and earthquake data. **RAMP** is a web based and interactive platform made specifically for mitigation planning. RAMP allows the user a robust discovery of risk, vulnerability, and exposure data developed especially for Napa County. The Planning Committee developed mitigation actions, as both planning activities and projects, to address problems that could originate from hazards identified in the County MJHMP. Mitigation actions were created by identifying hazard problem statements. These problem statements were based on the risk assessment and vulnerability analysis. The County has listed the identified Earthquake problem statements for all participating jurisdictions in Table 4-27 and 5-6 of the County MJHMP.

Policies, Plans, and Regulatory Environment

Alquist-Priolo Earthquake Fault Zoning Act and Seismic Hazards Mapping Act (1972)

The 1971 San Fernando Earthquake resulted in the destruction of numerous structures built across its path. This led to passage of the Alquist-Priolo Earthquake Fault Zoning Act in 1972. This Act prohibits the construction of buildings for human occupancy across active faults in the State of California. Similarly, extensive damage caused by ground failures during the 1989 Loma Prieta Earthquake focused

attention on decreasing the impacts of landslides and soil liquefaction. This led to the creation of the Seismic Hazards Mapping Act, which increases construction standards at locations where ground failures are probable during earthquakes.

2019 California Building Standards Code

Pursuant to Chapter 15.12, Building Code, of the Napa County Municipal Code, the 2019 California Building Code (CBC) has been adopted by Napa County. The 2019 California Code of Regulations (CCR) Title 24, Part 9 (CBC) is a compilation of building standards, including materials requirements, construction methods, and maintenance standards for earthquake protection and resiliency. The 2019 CBC standards are based on building standards that have been adopted by State agencies without change from a national model code; building standards based on a national model code that have been changed to address particular California conditions; and building standards authorized by the California legislature, not covered by the national model code. (CBSC, 2019)

Napa County General Plan

The 2008 Napa County's General Plan was updated to include goals and policies to mitigate the effects of earthquakes.

Napa County MJHMP

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses. The following mitigation actions are identified as County wide priority for implementation:

- **SH-06-2020:** Inform residents and tourists of shelter locations and evacuation routes and procedures for storing or taking valued items before large scale evacuations.
- **AC-05-2013:** Develop a public outreach program for mitigation of earthquake risk for residents of American Canyon proper.
- **AC-06-2020:** Retrofit critical facilities that are vulnerable to extreme and violent shaking.
- **CL-12-2020:** Retrofit critical facilities that are vulnerable to failure during extreme and violent shaking.
- **CL-13-2020:** Develop a public outreach program for mitigation of earthquake risk for residents of Calistoga proper.
- **NC-10-2013:** Earthquake month public education program. Develop a comprehensive public outreach program for earthquake risk reduction for Napa County Residents.
- **NC-51-2020:** Encourage privately owned critical facilities (e.g. churches, hotels, other gathering facilities) to evaluate the ability of the buildings to withstand earthquakes and to address any deficiencies identified.
- **NC-52-2020:** Retrofit / Harden County-owned critical facilities and buildings and their ability to withstand earthquakes.
- **NC-54-2020:** Adopt and enforce updated building codes to reduce earthquake damage to structures.
- **NCOE-02-2020:** Retrofit / Harden Main Office to withstand extreme and violent earthquakes.

- **NVC-02-2020:** Encourage communities and constituents to participate in the Great California ShakeOut. Continue staff EOC and emergency messaging training.
- **NVC-04-2020:** Design and construct new critical facilities to higher than the minimum seismic standards required by building codes, especially for facilities that may serve as emergency shelters or their public infrastructure.
- **NVC-05-2013:** Research geological soil makeup of lower tier of campus to determine if additional structural mitigation steps are necessary.
- **SH-14-2020:** Develop resource kits for mitigation of earthquake risk for residents of St. Helena proper. This includes targeted outreach and project development for adult care providers, private schools and other gathering facilities.
- **YV-06-2020:** Earthquake month public education program.

Seismic Retrofit Ordinances

Communities in the Napa County Operational Area have all adopted Seismic Retrofit ordinances to reinforce all historic buildings. During the last Building & Fire Code update, all jurisdictions in the county adopted a single Countywide Building & Fire Code to streamline permitting and enforcement.

Napa County Code Section 18.119.080

Along with the seismic retrofit ordinances, the Napa County Code includes requirements for telecommunications facilities to be constructed to withstand the forces of the “maximum credible earthquake.” Section 18.119.080.

Field Act

The Field Act was enacted on April 10, 1933, one month after the Long Beach Earthquake where many schools were destroyed or suffered major damage. Public school construction has been governed by the Field Act since 1933 and enforced by the Division of the State Architect (DSA). In any community, public schools constructed under the Field Act after 1978 are likely to be among the safest buildings in which to experience a major earthquake.

The Field Act requires:

- School building construction plans to be prepared by qualified California licensed structural engineers and architects;
- Designs and plans to be checked by the DSA for compliance with the Field Act before a contract for construction can be awarded;
- Qualified inspectors, independent of the contractors and hired by the school districts, to continuously inspect construction and verify full compliance with plans;
- The responsible architects and/or structural engineers to observe the construction periodically and prepare changes to plans, as needed, subject to approval by DSA;
- Architects, engineers, inspectors and contractors to file reports, under penalty of perjury, to verify compliance of the construction with the approved plans.

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2.7 Hazardous Materials

A **hazardous material** is defined in Title 22 of the California Code of Regulations (CCR) as a substance or combination of substances that may cause, or significantly contribute to, (1) an increase in mortality or an increase in serious illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed (CCR, Title 22, Section 66260.10). **Hazardous wastes** are the

byproducts of various processes. For purposes of this section, the term “hazardous materials” refers to both hazardous substances and hazardous wastes.



Napa Recycling and Waste Services Facilities. Courtesy of the Napa Recycling and Waste Services Website

In Napa County, hazardous materials include household hazardous waste, byproducts of industrial manufacturers and providers of diesel, gasoline, propane, lubricants, compressed natural gas, and pesticides commonly used on vineyards.

Understanding Hazardous Materials & Regulations

Hazardous materials can be found throughout any urban environment. Homeowners often store used batteries, car oil, pesticides, cleaners, and paint, all of which are potentially hazardous. However, the quantity, concentration, and types of these household products are often not high enough to pose a substantial risk to human health and safety or to the environment. Hazardous materials are more often associated with select commercial, industrial, and agricultural operations as they have potential to present harm to the health of humans and the environment through groundwater and/or soil contamination.

Hazardous materials are classified based on the form of hazard(s) they pose, namely flammable, combustible, poisonous, and/or radioactive. Since 1990, State law has required that hazardous waste be properly disposed of in approved hazardous waste treatment or disposal facilities. To accomplish this, treatment methods and facilities have been developed and approved to pre-treat hazardous waste before its final disposal.

Risk Assessment

Local Conditions

Releases, leaks, or disposal of chemical compounds within the County, such as **petroleum hydrocarbons**, on or below the ground surface, can lead to contamination of surface water and underlying soil and groundwater. Disturbance of a previously contaminated area through grading or excavation operations could expose the public to health hazards from physical contact with contaminated materials or hazardous vapors. Areas where historical or ongoing activities have

Petroleum hydrocarbons are a broad range of chemicals that comprise oil and products refined from oil, such as gasoline and diesel.

An **Underground Storage Tank** is defined by the EPA as a tank and any underground piping connected to the tank that has at least 10 percent of its combined volume underground.

resulted in known or suspected release of hazardous materials to soil and groundwater, and where current investigation and clean-up activities are located, are monitored by the California Department of Toxic Substances Control (DTSC), the California State Water Resources Control Board (SWRCB), or the U.S. Environmental Protection Agency (EPA). The hazardous facilities in unincorporated Napa County are identified below under the respective monitoring agency. Further information on each agency is provided within the Policies, Plans and Regulatory Environment Section below.

California State Water Resources Control Board (SWRCB)

The SWRCB oversees the statewide **Underground Storage Tank (UST)** Program, which is aimed at protecting public health and safety and the environment from releases of petroleum and other hazardous substances from tanks. There are 44 UST facilities in Napa County and of those, 43 are permitted.

GeoTracker is the State Water Resources Control Board's (SWRCB's) internet-accessible database system used by the SWRCB, regional boards, and local agencies to track and archive compliance data from authorized or unauthorized discharges of waste to land, or unauthorized releases of hazardous substances from USTs.

U.S. Environmental Protection Agency (EPA)

The U.S. EPA **Toxic Release Inventory (TRI)** is a database that tracks the management of certain toxic chemicals that may pose a threat to human health and the environment. Certain industrial facilities in the U.S. must report annually how much of each chemical is recycled, combusted for energy recovery, treated for destruction, and disposed of or otherwise released on- and off-site. The U.S. EPA TRI lists one site in the County that is Boral Stone Products, located at 350 Tower Road in American Canyon.

California Department of Toxic Substances Control (DTSC)

The DTSC maintains the **Envirostor Data Management System**, which provides information on hazardous waste facilities (both permitted and corrective action) as well as any available site cleanup information.

According to the DTSC, there are approximately 465 sites in the County. Of those 465, there are 63 sites that are actively being remediated, assessed, are pending review of an agency or are in a verification monitoring program. In addition, from the 465 listings, 383 sites have been closed and require no further action, 7 sites are inactive, and 2 sites are eligible for closure. The remaining 10 sites are groundwater cleanup and hazardous waste cleanup sites that are open, active, or certified operations and maintenance facilities.

Figure 2.7-1, Hazardous Materials Sites, identifies the approximate locations of all hazardous sites from the collective databases that are regulated and/or maintained by the U.S. EPA, DTSC, and the SWRCB, including toxic release sites, permitted underground storage tanks, hazardous waste facilities, hazardous waste cleanup sites, and groundwater cleanup sites.

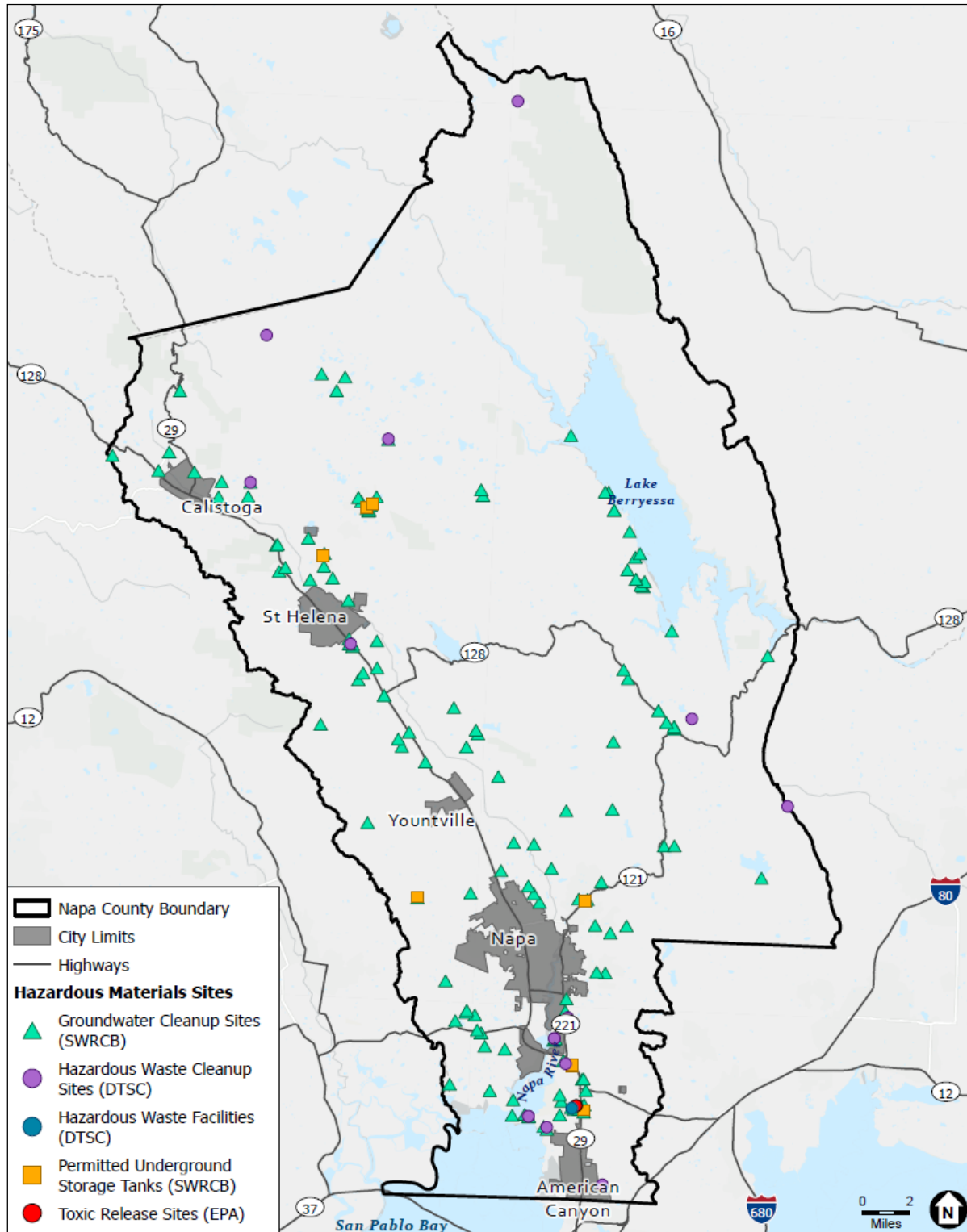


Figure 2.7-1
Hazardous Materials Sites

In addition, there are certain regulated substances, known as extremely hazardous substances, that require extensive emergency planning. The most common regulated extremely hazardous substance found in the County is anhydrous ammonia, which requires a Risk Management Plan (RMP). There are over 400 other chemicals that may require a RMP.

Policies, Plans, and Regulatory Environment

Given the amount of waste generators and hazard facilities in Napa County, there are a number of Federal, State, and local laws, policies, plans and programs that regulate hazardous materials. These laws and associated regulations include specific requirements for facilities that generate, use, store, treat, and/or dispose of hazardous materials. Relevant regulations and agencies are described below.

Federal

Environmental Protection Agency

The U.S. EPA is the agency primarily responsible for enforcement and implementation of federal laws and regulations pertaining to hazardous materials. The U.S. EPA works closely with other Federal agencies, State and local governments, and Indian tribes to develop and enforce regulations under existing environmental laws. U.S. EPA is responsible for researching and setting national standards for a variety of environmental programs and delegates to states and tribes responsibility for issuing permits, and monitoring and enforcing compliance. The U.S. EPA holds the TRI database as a resource for learning about toxic chemical releases and pollution prevention activities reported by industrial and federal facilities.

Other Federal Agencies

Other Federal agencies that regulate hazardous materials include the Occupational Safety and Health Administration (OSHA) and the Department of Transportation (DOT). The following Federal laws and guidelines govern hazardous materials:

- Federal Water Pollution Control
- Clean Air Act
- Occupational Safety and Health Act
- Federal Insecticide, Fungicide, and Rodenticide Act
- Comprehensive Environmental Response, Compensation, and Liability Act
- Guidelines for Carcinogens and Biohazards
- Superfund Amendments and Reauthorization Act Title III
- Resource Conservation and Recovery Act
- Safe Drinking Water Act
- Toxic Substances Control Act

Prior to August 1992, the U.S. EPA was the principal agency at the Federal level regulating the generation, transport and disposal of hazardous waste, under the authority of the Resource Conservation

and Recovery Act (RCRA). As of August 1, 1992, however, the EPA authorized transfer of authority to implement the State's hazardous waste management program to the California Department of Toxic Substance Control (DTSC). The Federal EPA continues to regulate hazardous substances under the Comprehensive Response Compensation and Liability Act (CERCLA). Under CERCLA, the U.S. EPA has authority to seek the parties responsible for releases of hazardous substances and ensure their cooperation in site remediation. CERCLA also provides federal funding (the "Superfund") for remediation.

State

California Environmental Protection Agency

The California Environmental Protection Agency (CalEPA) and the State Water Resources Control Board (SWRCB) establish rules governing the use of hazardous materials and the management of hazardous waste. Applicable State and local laws include the following:

- Public Safety/Fire Regulations/Building Codes
- Hazardous Waste Control Law
- Hazardous Substances Information and Training Act
- Air Toxics Hot Spots and Emissions Inventory Law
- Underground Storage of Hazardous Substances Act
- Porter-Cologne Water Quality Control Act

CalEPA protects Californians from hazardous waste and hazardous materials by ensuring local regulatory agencies consistently apply statewide standards when they issue permits, conduct inspections and engage in enforcement activities. This program is known as the Unified Program, which is a consolidation of multiple environmental and emergency management programs.

California Department of Toxic Substance Control

Within CalEPA, Department of Toxic Substances Control (DTSC) has primary regulatory responsibility, with delegation of enforcement to local jurisdictions that enter into agreements with the state agency, for the management of hazardous materials and the generation, transport and disposal of hazardous waste under the authority of the RCRA and the California Health and Safety Code. Senate Bill 1082 requires the establishment of a unified hazardous waste and hazardous materials management program. The result was the CalEPA Unified Program. The Unified Program consolidates, coordinates, and makes consistent the administrative requirements, permits, inspections, and enforcement activities of six environmental and emergency response programs. State agencies responsible for these programs set the standards, while local governments implement the standards. CalEPA oversees implementation of the program and agencies involved in the program are known as the Certified Unified Program Agency, or CUPA.

The Napa County Division of Environmental Health (DEH) is the CUPA for pollution prevention in all cities, towns, and areas of Napa County and is discussed in detail under the Local section, below.

State Water Resources Control Board (SWRCB)

The SWRCB and nine regional water quality control boards (RWQCBs) are responsible for ensuring implementation and compliance with the provisions of the federal Clean Water Act and the Porter-Cologne Act of 1969. The Porter-Cologne Act is California's statutory authority for the protection of water quality. Along with the SWRCB and RWQCBs, water quality protection is the responsibility of numerous water supply and wastewater management agencies, as well as city and county governments, and requires the coordinated efforts of these various entities. Individual RWQCBs are responsible for identifying, monitoring, and cleaning up leaking underground storage tanks (LUSTs). LUSTs are an important threat to groundwater and pose a potential threat to human health, safety, and the environment. The San Francisco RWQCB's UST cleanup unit provides technical and regulatory oversight for the investigation and cleanup of sites with leaks from USTs.

Aboveground Petroleum Act (APSA)

The APSA went into effect on August 16, 1989. The APSA regulates facilities with aggregate aboveground petroleum storage capacities of 1,320 gallons or more, which include aboveground storage containers or tanks with petroleum storage capacities of 55 gallons or greater. These facilities typically include large petroleum tank facilities, aboveground fuel tank stations and vehicle repair shops with aboveground petroleum storage tanks. The Act does not regulate non-petroleum products. Facilities with total petroleum storage quantities at or above 10,000 gallons are inspected at least once every three years by a CUPA.

Local

Napa County Area Plan

In 1986 and pursuant to California Health and Safety Code Chapter 6.95, Section 25503, the Area Plan program was established as a planning tool for local government agencies to respond to and minimize the impacts from a release or threatened release of a hazardous material. It requires creating an Area Plan which:

- Identifies the hazardous materials which pose a threat to the community
- Develops procedures and protocols for emergency response
- Provides for notification and coordination of emergency response personnel
- Provides for public safety including notification and evacuation
- Establishes training for emergency response personnel
- Identifies emergency response supplies and equipment
- Provides for the critique and follow-up after a major incident

Napa County General Plan

The 2008 Napa County General Plan includes goals and policies to mitigate potential safety issues from hazardous materials.

County CUPA Unified Programs

Pursuant to Senate Bill 1082 (1993), the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program (Unified Program) consolidates, coordinates, and makes consistent hazardous materials and hazardous waste program elements. A CUPA is a county, city, or joint powers agency approved and designated by CalEPA to implement the Unified Program. The Napa County DEH is the CUPA for pollution prevention in all cities, towns and areas of Napa County.

County Capacity to Respond to Hazard

The County currently has programs under the Napa County DEH to address hazardous materials, including: Hazardous Materials Business Plan, Hazardous Waste, Aboveground Petroleum Storage, Underground Storage Tank and California Accidental Release Programs (Napa County CUPA, 2021). Program requirements include container labeling, management and proper disposal to hazardous waste facility, and inventory statements from businesses that handle large quantities of hazardous materials/hazardous waste.

As the CUPA, the Napa County DEH administers the following Unified Programs:

Hazardous Waste Generator

Hazardous waste is subject to storage time limits, container labeling and management, and disposal requirements. As previously mentioned, there are approximately 460 facilities permitted as hazardous waste generators in Napa County. They are inspected triennially.

Underground Storage Tank (UST)

All USTs are subject to monitoring for leakage and are inspected annually by DEH to verify compliance with state laws, regulations, and permit conditions. All new tank installations, modifications/repairs, and removals/closures are permitted by DEH. As indicated above, there are 44 UST facilities in Napa County and of those, 43 are permitted.

Hazardous Materials Business Plan/Hazardous Materials Inventory Statement

DEH conducts regulatory oversight (review of plans and inspections) of all businesses including farms, federal agencies, state agencies, and local agencies that handle quantities of hazardous materials/hazardous waste greater than or equal to 55 gallons of liquid, 500 pounds of solids, and 200 cubic feet of a compressed gas at any time. There are an estimated 1,250 facilities throughout the County that are subject to the regulatory requirements of this program that are inspected once every three years (triennially). There are 9 facilities throughout Napa County that are subject to the regulatory requirements of this program that are inspected triennially.

Stormwater Management & Control

DEH inspects two type of facilities that are already permitted for a Unified Program: Facilities that are required, per their Standard Industrial Classification (SIC) code, to prepare a Stormwater Management Plan and those facilities that may otherwise pose a threat to stormwater. There are approximately 500 facilities that are inspected triennially.

Abandoned Vehicle Abatement

DEH responds to complaints within the unincorporated County regarding vehicles that are considered abandoned, which means a vehicle or parts thereof that is left on a highway, public property, or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interest in it may be reasonably concluded. In reaching a reasonable conclusion, factors to consider include the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses.

Remediation Oversight of Contaminated Properties

If contamination is discovered at a property, DEH may issue an order requiring corrective action whenever it determines that there is or has been a release, as defined in the California Health and Safety Code, Chapter 6.8 (commencing with Section 25300), of hazardous waste or constituents into the environment. All remedial activities will be conducted with oversight pursuant to Chapter 6.8.

Technical Reference for Emergency Response

DEH coordinates with emergency response agencies to aid in the identification of chemicals released into the environment during an incident and to ensure their proper remediation.

Napa Risk Management Plan

Risk management plans are required to be prepared upon identification of a regulated substance (highly hazardous material). A risk management plan describes what the hazardous material is, when it was identified, as well as the mitigation and monitoring systems in place. Pursuant to the California Accidental Release Prevention Program, the County requires businesses that meet threshold quantities specified by U.S. EPA that are subject to both state and federal RMP requirements to provide their RMP to both the local CUPA and the U.S. EPA on the date on which the regulated substance is first present. Every three years the owner must certify compliance of their processes and practices and every five years the owner must update their RMP and reevaluate that their process hazard analysis remains current.

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State Water Resources Control Board (SWRCB), 2017. GeoTracker Database search for Napa CA. <http://geotracker.waterboards.ca.gov/>.

2.8 Pandemic Disease

The U.S. Center for Disease Control defines an **outbreak** as the occurrence of more cases of disease than normally expected within a specific place or group of people over a given period of time. An **epidemic** is a localized outbreak that spreads rapidly and affects many people or animals in a community. A **pandemic** is an epidemic that occurs worldwide or over a very large area and affects a large number of people or animals.



Understanding Disease

The following are the most common types of pandemic diseases in the Napa County planning area (Napa County Office of Emergency Services, 2020):

- **Influenza**

Influenza (Flu) is a contagious respiratory illness caused by influenza viruses that infect the nose, throat, and sometimes the lungs. Symptoms include fever, cough, sore throat, runny or stuffy nose, muscle or body aches, and fatigue. According to Tokars et al, on average, about 8% of the U.S. population gets sick from flu each season, with a range of between 3% and 11%, depending on the season.

- **West Nile Virus**

West Nile virus (WNV) is a mosquito-borne disease that is common in Africa, west Asia, the Middle East, and more recently, North America. Human infection with WNV may result in serious illness.

- **Hepatitis C**

Hepatitis C is a liver infection caused by the hepatitis C virus (HCV). Hepatitis C is spread through contact with blood from an infected person. Today, most people become infected with the hepatitis C virus by sharing needles or other equipment used to prepare and inject drugs. For some people, hepatitis C is a short-term illness, but for more than half of people who become infected with the hepatitis C virus, it becomes a long-term, chronic infection. Chronic hepatitis C can result in serious, even life-threatening health problems like cirrhosis and liver cancer. While there is no vaccine for Hepatitis C, the best way to prevent transmission of this virus is by avoiding behaviors that can spread the disease, especially injecting drugs.

- **Lyme Disease**

Lyme disease is an infectious disease caused by a bacterium known as a spirochete. People get Lyme disease when a tick infected with the Lyme disease bacterium attaches and feeds on them. Lyme disease has been reported from many areas of the country, including California.

- **Rocky Mountain Spotted Fever (RMSF)**

Like Lyme Disease, Rocky Mountain spotted fever (RMSF) is a bacterial disease spread through the bite of an infected tick, and is one of the diseases identified by the California Department of Public Health as present within Napa County. RMSF can be deadly if not treated early with the right antibiotic.

- **Measles (Rubeola)**

Also called rubeola, measles is a childhood infection caused by a virus. Measles is especially prominent in small children. As the result of vaccination, measles was declared eliminated (absence of continuous disease transmission for greater than 12 months) from the United States in 2000. Since 2010, there have been approximately 3,309 reported cases of Measles in the United States, six (6) of which have occurred in 2021. In a given year, more cases of measles cases can occur if there is an increase in the number of travelers who get measles abroad and bring it into the U.S. Furthermore, although a vaccine has been developed, further spread of measles cases occur in U.S. communities, especially within pockets of unvaccinated people.

- **Rabies**

Rabies is a fatal but preventable viral disease that infects the central nervous system. It can spread to people and pets if they are bitten or scratched by a rabid animal. In the United States, rabies is mostly found in wild animals like bats, raccoons, skunks, and foxes. However, in many other countries dogs still carry rabies, and most rabies deaths in people around the world are caused by dog bites.

Rabies can be prevented by vaccinating pets, staying away from wildlife, and seeking medical care after potential exposures before symptoms start.

- **Covid 19**

COVID-19 is a dangerous disease caused by a virus discovered in December 2019 in Wuhan, China. It is very contagious and has quickly spread around the world. COVID-19 most often causes respiratory symptoms that can feel much like a cold, a flu, or pneumonia, but COVID-19 can also harm other parts of the body. On February 11, 2020, the World Health Organization announced an official name for the disease: coronavirus disease 2019, abbreviated COVID-19. ‘CO’ stands for ‘corona,’ ‘VI’ for ‘virus,’ and ‘D’ for disease. The virus that causes COVID-19, SARS-CoV-2, is a coronavirus.

Over 380 million doses of the COVID-19 vaccine have been given in the United States from December 14, 2020, through September 13, 2021, and have been scientifically proven to be safe and effective. COVID-19 vaccines were evaluated in tens of thousands of participants in clinical trials and have met the Food and Drug Administration’s (FDA) rigorous scientific standards for safety, effectiveness, and manufacturing quality needed to support approval or authorization of a vaccine.

- **H1N1 Flu**

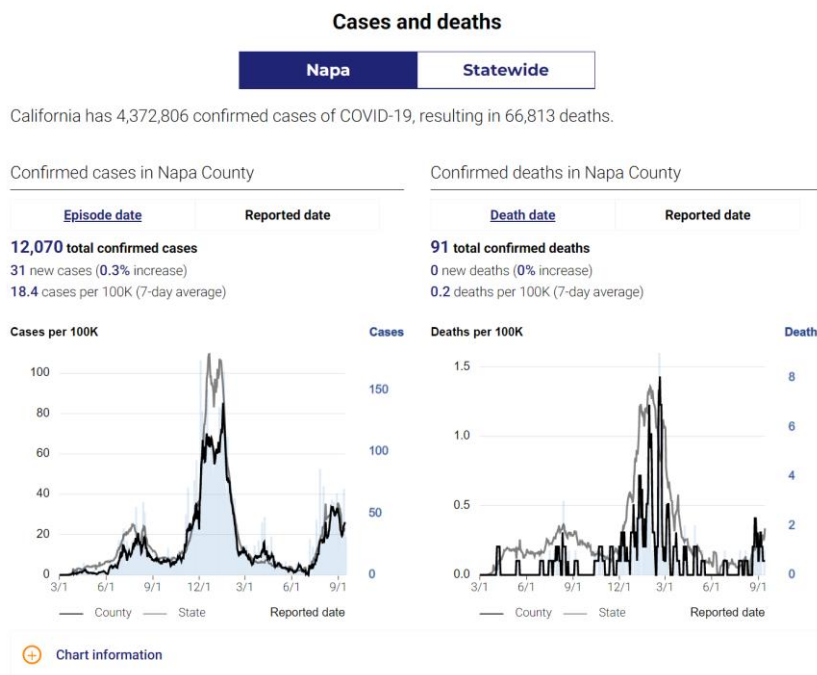
H1N1 emerged in the Spring of 2009 and spread quickly across the globe. H1N1 was subsequently designated a pandemic shortly thereafter. While similar to the common flu, the H1N1 virus contains a unique combination of influenza genes not previously identified in animals or people. It is estimated that 0.001 percent to 0.007 percent of the world’s population died of respiratory complications associated with (H1N1)pdm09 virus infection during the first 12 months the virus circulated (CDC, 2019). On August 10, 2010, WHO declared an end to the global 2009 H1N1 influenza pandemic. However, the H1N1 virus continues to circulate as a seasonal flu virus, and causes illness, hospitalization, and deaths worldwide every year.

Risk Assessment

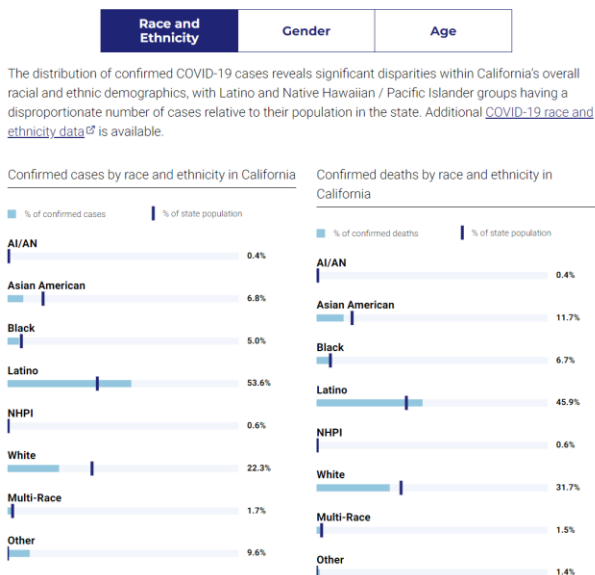
Recent Events

As mentioned above, there are several major diseases that have been found to be present in Napa County, including Lyme Disease, Rocky Mountain Spotted Fever, Influenza, H1N1 flu, and COVID-19 (California Department of Public Health; Napa County Mosquito Abatement District; Association of Bay Area Governments).

In March of 2020, all Bay Area counties, including Napa County, declared a regional shelter in place order to limit the spread of COVID-19. Although the State of California has lifted these restrictions as of June 15th 2020, the COVID-19 pandemic is still present. As of September 17th 2021, there is a daily average of 8,153 new coronavirus cases (California For All, 2021). According to the California Department of Public Health's State Dashboard, in Napa County, there have been 12,070 total confirmed cases of COVID-19 and 91 total confirmed deaths as of October, 2021 (California Department of Public Health, 2021).



Cases and deaths by ethnicity, gender, and age



COVID-19 data has shown significant risk and health disparities within several communities in California, most notably in the Latinx, Native Hawaiian / Pacific Islanders, and African American communities. . As a whole in the State of California, Latino people account for 53.6% of confirmed cases, while making up 38.9% of California's population. This effectively translates to 1 of 2 Latinx people infected with COVID-19, while the White population has accounted for 22.3% of confirmed cases of COVID-19, while making up 22.3% of California's population.

Pandemic and Disease Vulnerability Analysis

According to the MJHMP vulnerability assessment, none of the health hazards addressed are considered to have a measurable impact on the built environment in the planning area. However, the entire planning area, including all citizens in Napa County, are susceptible to human health hazards discussed in this profile. Unlike other hazards discussed in this analysis, pandemic and disease are difficult to map due to the way in which viruses and diseases are transported.

Vulnerable Development, Critical Facilities, and Infrastructure

None of the health hazards addressed in this profile are considered to have any measurable impact on critical facilities in the planning area. However, healthcare facilities (and veterinary clinics) are prepared for pandemic disease hazards. These facilities in Napa County are illustrated in **Figure 2.8-1**. Emergency management planning incorporates all disciplines responding to an event, (fire agencies, law enforcement, first responder ground and air ambulance agencies, public health, mental and spiritual health). Planning includes identifying shelters, alternate treatment facilities, isolation capacity, and methods to immediately expand physical and human resources.

County Capacity to Respond to Hazards

The economic impact of a human health hazard could be localized to a single population or could be significant, depending on the number of cases and available resources to care for those affected. The Napa County Department of Health and Human Services Public Health Division is the primary agency charged with increasing capacity to respond to pandemics and diseases in Napa County. The County has several programs in place that work to combat the effects of these diseases including, but not limited to:

- Alcohol and Drug Services
- Child Abuse and Neglect Reporting
- Mental Health Services
- Immunization Clinics
- Health Equity
- Public Health Communication

As illustrated by these programs and activities, Napa County is consistently working to increase capacity to respond to current and future pandemics and diseases. Specific agencies that aim to increase adaptive capacity to flood hazards are detailed below.

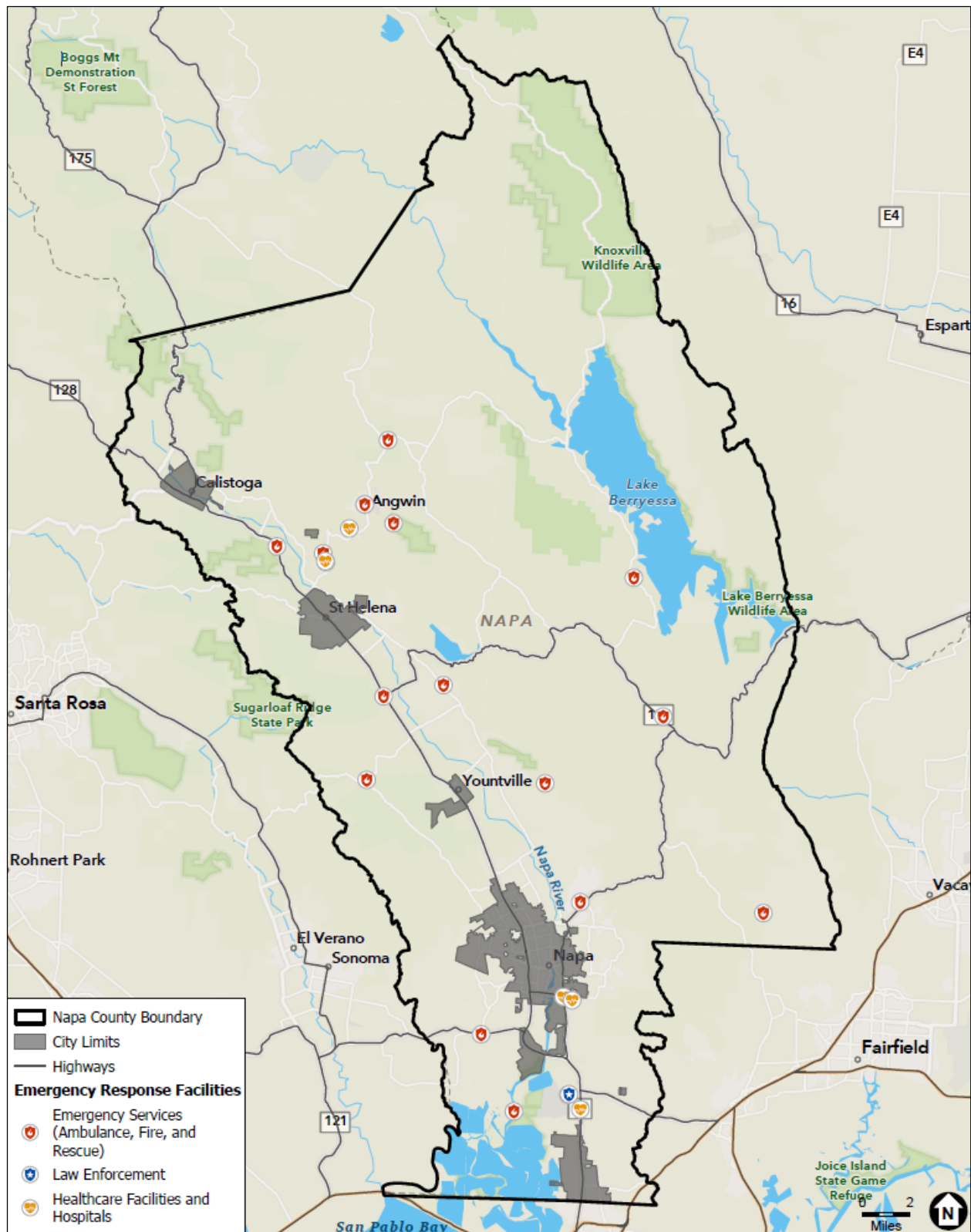


Figure 2.8-1. Napa County Emergency Response Facilities Map 2000 – 2020

The COVID-19 Pandemic

On June 15, Napa County aligned with California Department of Public Health (CDPH) and the State of California to fully reopen, removing capacity and distancing restrictions for most businesses and activities. However, Napa County and other agencies across the San Francisco Bay Area continues to track a series of health indicators to monitor the impact of COVID-19 in our community. Making this data publicly accessible will ultimately work to assist the decision-making process and help to maintain community safety and a strong, functioning economy.

Table 2.8-1 shows the 7 Day Average of Hospitalized COVID-19 patients at two hospitals serving Napa County residents (The Californian, 2021)

TABLE 2.8-1. 7 DAY AVERAGE OF HOSPITALIZED COVID-19 PATIENTS- NAPA COUNTY

Hospital	All Hospital Beds	7 Day Average of Hospitalized COVID-19 Patients
Queen of the Valley Medical Center	155.0	8.6
Adventist Health St Helena	53.9	4.9

Plans, Policies, Programs, and Regulatory Environment

In the United States, there are several regulatory agencies that drive public health policy. These agencies are present at all levels of government and are described below:

U.S. Department of Health and Human Services (DHS)

The U.S. Department of Health and Human Services has statutory responsibility for preventing the introduction, transmission, and spread of communicable diseases in the United States.

California Department of Public Health (CDPH)

The essential functions of the Department are critical to the health and wellbeing of people and communities. CDPH's fundamental responsibilities are comprehensive in scope and include infectious disease control and prevention, food safety, environmental health, laboratory services, patient safety, emergency preparedness, chronic disease prevention and health promotion, family health, health equity and vital records and statistics.

CDPH's key activities and services include protecting people in California from the threat of preventable infectious diseases like Zika virus, HIV/AIDS, tuberculosis and viral hepatitis, and providing reliable and accurate public health laboratory services and information about health threats.

The State of California Beyond the Blueprint

The California Department of Public Health developed this action plan to facilitate the reopening of the economy and state in response to the COVID-19 pandemic. This document identifies the general public health requirements and recommendations that different businesses and economic sectors must follow given the ongoing impacts of the COVID-19 pandemic.

Napa County Mosquito Abatement District (NCMAD)

Napa County Mosquito Abatement District (NCMAD) has been controlling mosquito populations for the citizens of Napa County since 1925. The Board of Trustees comprises representatives from each incorporated City and the County and governs the District. There are currently eight employees who are responsible for controlling mosquitoes throughout the County.

NCMAD works closely with other public agencies, park districts, and wineries to provide an effective and environmentally-sound mosquito control program. The District also works with planning agencies to minimize mosquito production in wetland restoration and enhancement projects.

Napa County Department of Health and Human Services – Public Health Division

The Napa County Public Health Division serves the people of Napa County by serving the Napa County community and supporting its health and well-being. The Public Health Division works towards its mission by administering localized public health programs related to maternal child and adolescent health, communicable diseases, chronic disease, health equity, and more.

Napa County Multi Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses from pandemics and diseases.

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2.9 Severe Weather

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. Severe weather includes thunderstorms, powerful winds, heavy rains, hail, heat waves, tornadoes, dust storms, winter weather and freeze events (i.e., snowstorms and ice storms).

Severe weather events can be categorized into two groups: general severe weather, which form over wide geographic areas; and localized severe weather, which occur in a limited geographic area. It is important to note that severe weather is not the same as extreme weather, which refers to unusual weather events at the extremes of the historical distribution for a given area.



The Napa County MJHMP Planning Committee identified four types of severe weather events that most typically impact Napa County (Napa County Office of Emergency Services, 2020).

- high wind
- snowstorms/ice storms/freeze events
- hail
- high heat/heat waves
- Heavy rainfall

Risk Assessment

Local Conditions

Each of the five severe weather events listed above are described in detail below (Napa County Office of Emergency Services, 2020):

High Wind

Damaging winds are classified as those exceeding 60 mph and account for half of all severe weather reports in the contiguous United States.

Figure 2.9-1 below illustrates average wind speeds that occur in Napa County. The highest wind speeds in Napa County can be experienced along the Highway 29 corridor, north of the City of Calistoga. According to WeatherSpark, high winds in Napa County most often occur from the west for 8.4 months from February to November and from the north for 3.6 months, from November to February.

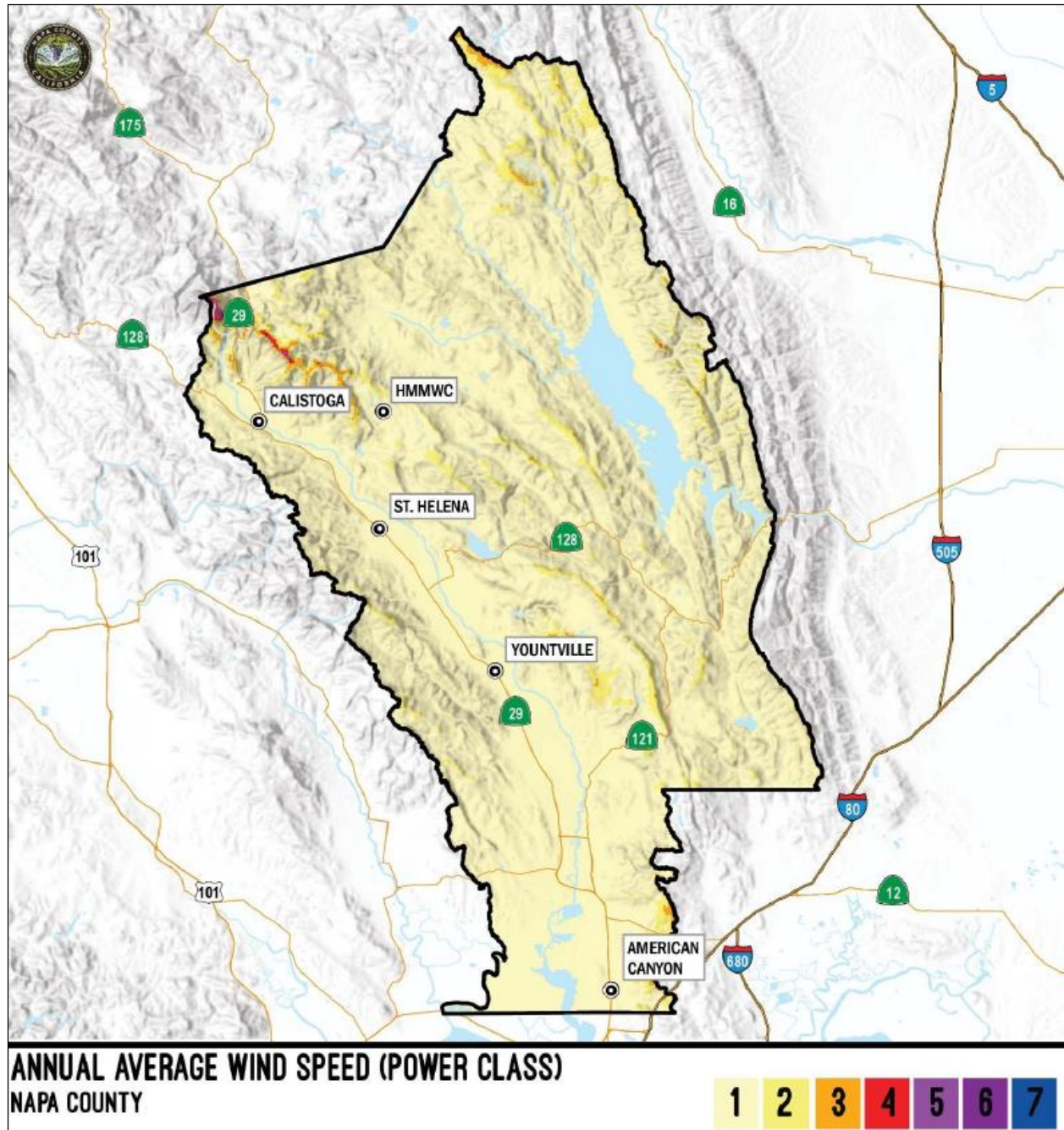


Figure 2.9-1. Annual Average Wind Speed

MJHMP FIGURE 4-41 NAPA COUNTY ANNUAL AVERAGE WIND SPEED

High Heat / Heat Waves

Heat waves are periods of abnormally hot weather lasting days to weeks. According to information provided by FEMA, extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks.

Figures 2.9-2 and 2.9-3 below illustrate average minimum and maximum temperature patterns that have occurred in Napa County over the course of a 30-year period. The maximum temperature that has occurred in this period exceeds 95 degrees, while the minimum temperature is below 30 degrees. Recent climate research indicates that extended periods of volatile weather could become more common in the future. According to the MJHMP, historic heat events have occurred within the summer months from May to September.

Lastly, both winter weather and heat waves pose significant public health risks to humans.

Winter Weather / Freeze Events

Winter weather in Napa County usually consists of heavy rains from November to April and occasional frost events. Late or early freeze events can have a devastating effect on agriculture and the economy of the region. Freeze events are becoming less exceptional as extreme weather conditions become more common due to climate change and weather patterns become more volatile.

Although not listed in the MJHMP as one of the frequent severe weather events that occur in Napa County, many of the severe weather events that have occurred since the year 2000 are related to heavy rain. Heavy rain events since the year 2000 have caused a total of \$105,000 worth of property damage in Napa County (Napa County Office of Emergency Services, 2020).

Hail

Hail occurs when updrafts in thunderstorms carry raindrops upward into extremely cold areas of the atmosphere where they freeze into ice.

Increased Rainfall

Although not listed in the MJHMP as one of the frequent severe weather events that occur in Napa County, many of the severe weather events that have occurred since the year 2000 are related to heavy rain. **Figure 2.9-4** illustrates the County's average annual precipitation in inches. Heavy rain events since the year 2000 have caused a total of \$105,000 worth of property damage in Napa County (Napa County Office of Emergency Services, 2020).

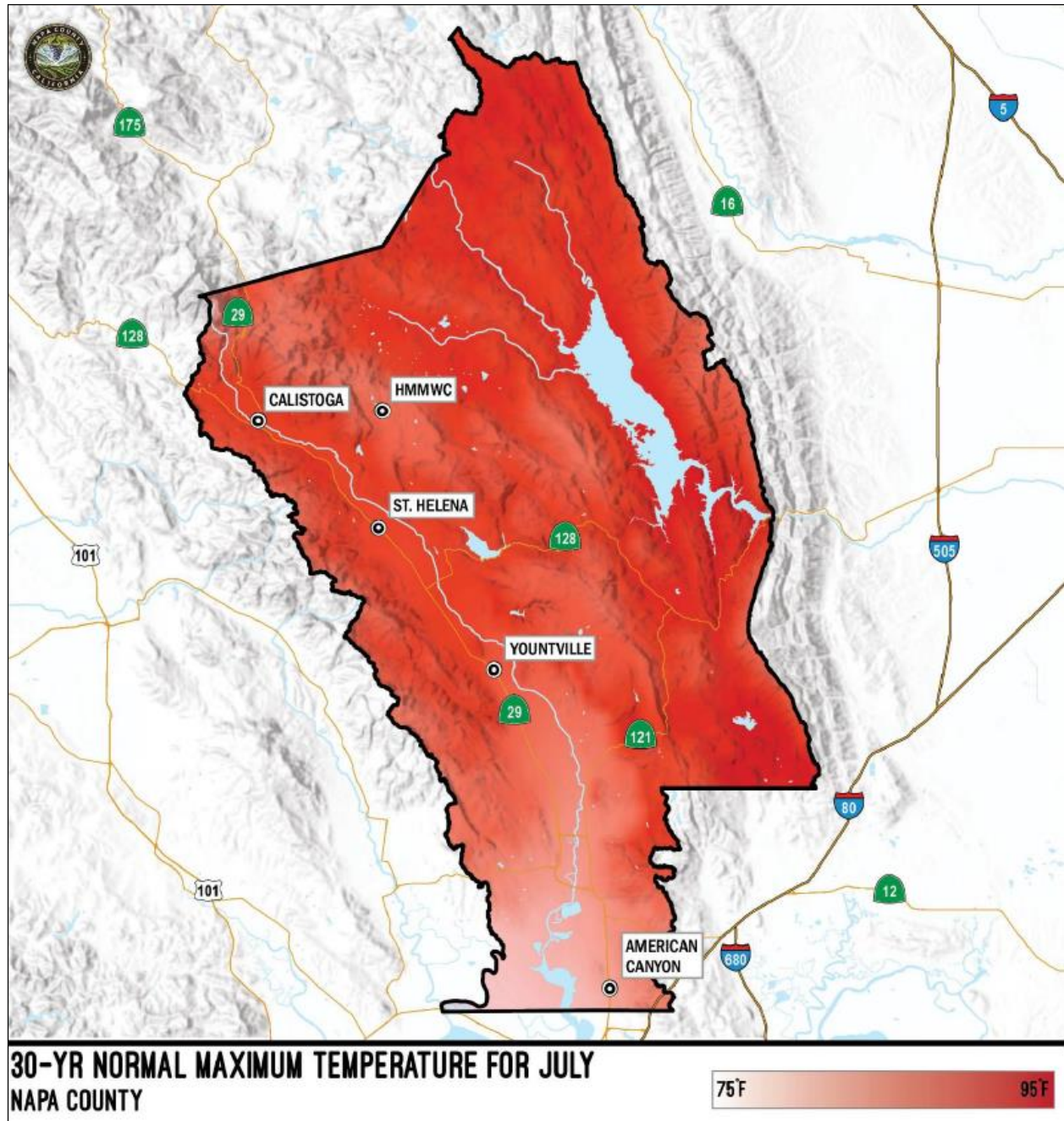


Figure 2.9-2. 30-Yr Maximum Normal Temperature for July

MJHMP FIGURE 4-39 AVERAGE ANNUAL PRECIPITATION (1981 – 2010)

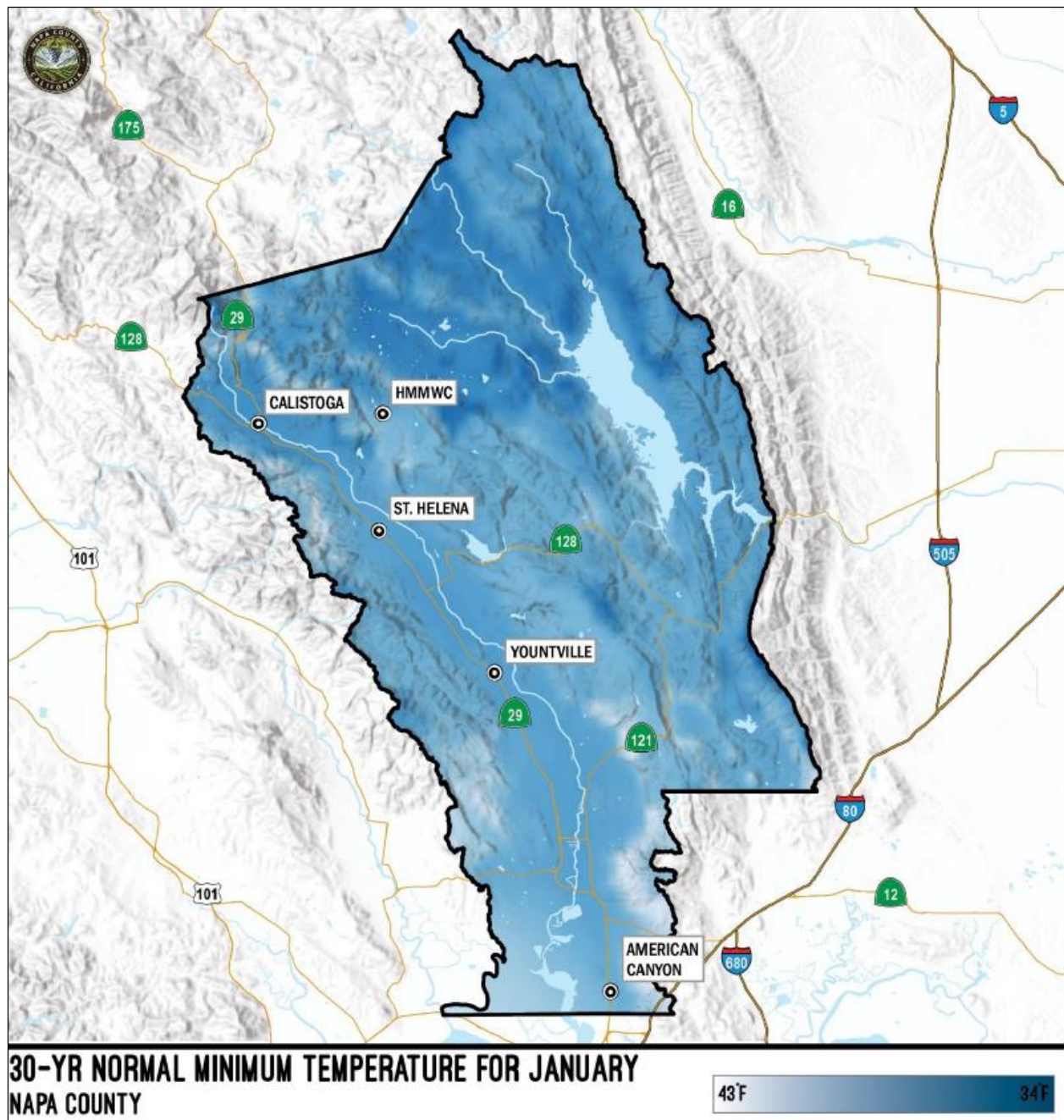


Figure 2.9-3. 30-Yr Minimum Temperature for January

MJHMP FIGURE 4-40 30-YR NORMAL MINIMUM TEMPERATURE FOR JANUARY (1981 – 2010)

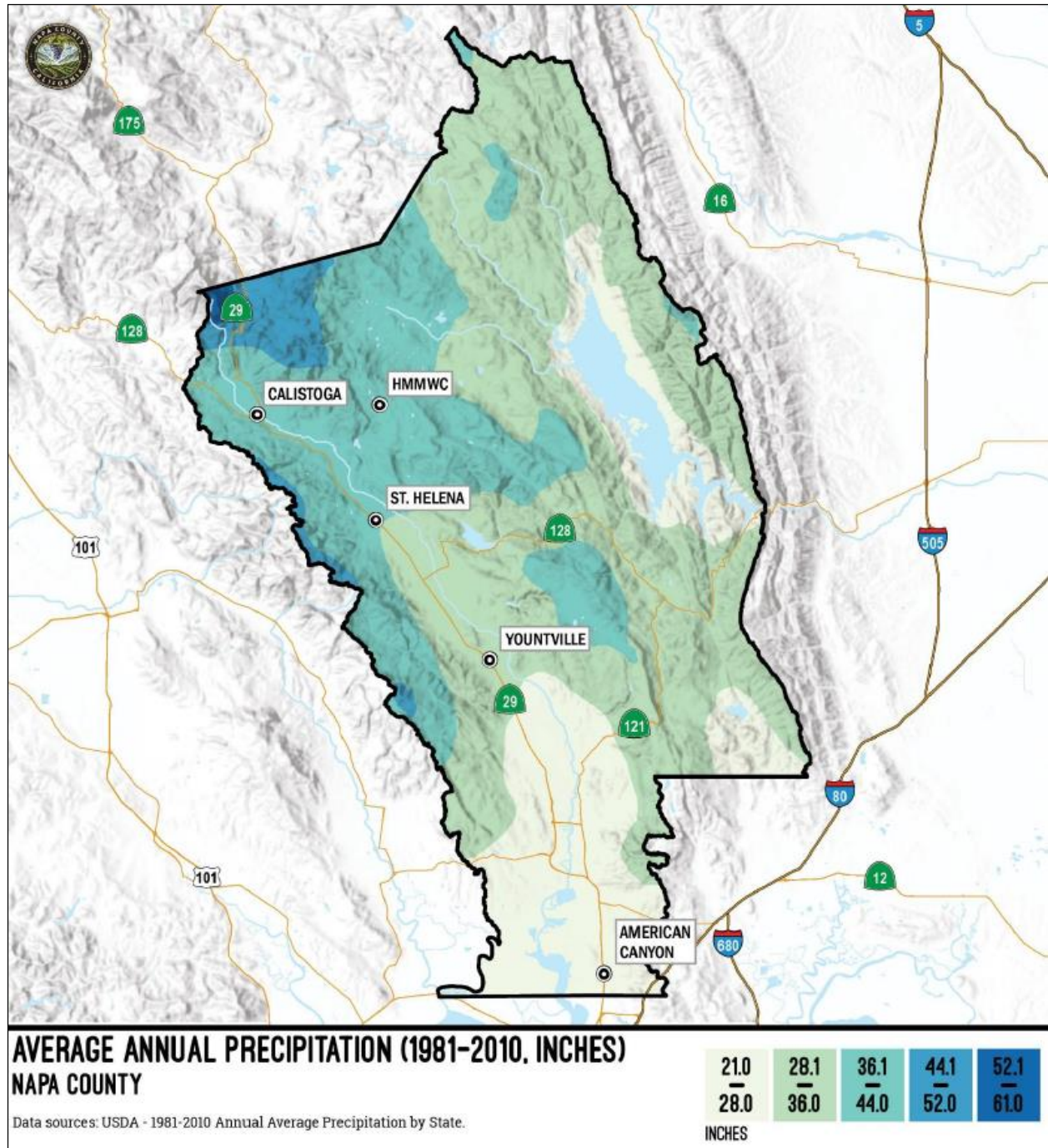


Figure 2.9-4. Napa County Annual Average Precipitation (1981 – 2010)

MJHMP FIGURE 4-38 AVERAGE ANNUAL PRECIPITATION (1981 – 2010)

Severe Weather Vulnerability Analysis

Population

All people, property, and environments in the Napa County planning area would be exposed to some degree to the impacts of severe weather events. Populations living at higher elevations with large trees and surrounding power lines may be more susceptible to wind damage and black out, while populations in low-lying areas are at risk for possible flooding from increased rainfall.

Vulnerable populations such as the elderly, low income or linguistically isolated populations, the unsheltered, people with life-threatening illnesses, and residents living in areas that are isolated from major roads have the potential to suffer to a greater extent during severe weather events.

Vulnerable Development, Critical Facilities, and Infrastructure

As mentioned above, all property is vulnerable during severe weather events, but properties in poor condition or in particularly vulnerable locations may risk the most damage. Those in higher elevations and on ridges may be more prone to wind damage. Those that are located under or near overhead lines or near large trees may be vulnerable to falling ice or may be damaged in the event of a collapse. Crops may be damaged by frost, especially in February when the first stages of vine growth are occurring, and plants are more susceptible to damage.

Loss of roads, power, and communication lines are the primary failures resulting from severe weather, including damage caused to infrastructure by high winds, snowstorms, and freeze events.

County Capacity to Respond to Hazards

Like with many hazards that have the potential to occur with little warning time, Napa County Emergency Services Department uses the Integrated Public Alert and Warning System (IPAWS) to provide the public with life-saving information quickly. IPAWS notifications can be sent directly to mobile phones and broadcasted via radio or television.

As severe weather events consist of a suite of weather types that have the ability to affect the Napa County community as a whole, the ability to withstand these impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The most common problems associated with severe storms are immobility and loss of utilities.

Plans, Policies, Programs, and Regulatory Environment

The Napa County MJHMP acknowledges that there are very few formal regulations that pertain directly to severe weather events. However, the **International Building Code**, adopted by several jurisdictions in Napa County, is generally adequate to properly address development impacts from severe weather events through specific building code standards.

Napa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to severe weather events, as a whole.

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2.10 Slope Failure

In Napa County, slope failure hazards are a considerable threat to everyday services, including emergency response capabilities and transportation facilities. **Slope stability** refers to the landslide susceptibility of slopes composed of natural rock, soils, artificial fill, or combinations thereof.

Slope failure refers to debris flow, landslides, mudflow, and rockfall, which collectively may cause damage across the County. These hazards rarely present a threat to human life, but most often result in a disruption of everyday services such as emergency response capabilities. Landslides can block transportation routes, dam creeks and drainages, and contaminate water supplies. When these hazards affect transportation routes, they are frequently expensive to clean-up and can have significant economic impacts to the County.



Landslide and Debris Flow. Courtesy of Napa County

The County has identified three types of slope failure: landslides, debris flow, and rockfall as hazardous concerns, which are described in detail below.

Landslide

Landslides are masses of rock, earth, or debris that move down a slope. Landslides move along surfaces of separation by falling, sliding, and flowing, giving rise to many characteristic features. The features range in appearance from being clearly noticeable, largely unweathered and uneroded, to highly weathered and eroded, recognized only by topographic layouts.

Landslide types include rotational slides and translational slides. A **rotational landslide** is the downward and

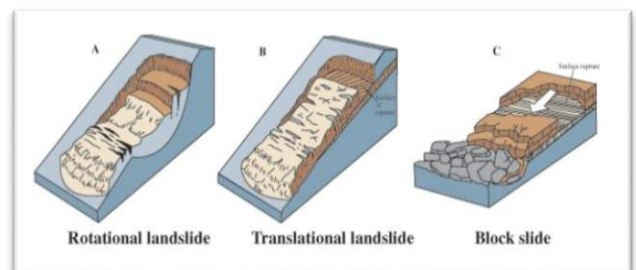
outward movement of a mass on top of a curved surface

where the toe is often a large, disturbed mound of geologic material, forming as the landslide moves past its original rupture surface. The toe of the landslide marks the end of the moving mass (material). A

translational landslide is a mass that slides downward and outward on top of an inclined flat surface

where material accumulates at the front of the landslide. A **block slide** is a translational slide in which the moving material consists of a single unit or a few closely related units that move downslope as one mass.

Rotational landslides commonly show slow movement, while translational landslides are rapid movements.



Landslide Types. Courtesy of Napa County

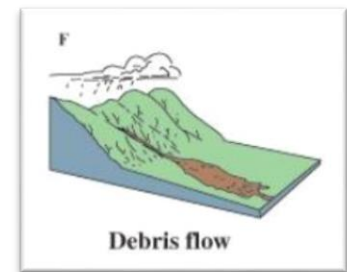
Landslides are characteristically abundant in areas of high seismicity, steep slope, and high rainfall, but may be triggered by any, or a combination, of the following:

- Type and structure of earth materials,
- steepness of slope,
- water,
- vegetation,
- erosion, and
- earthquake-generated groundshaking.

Debris Flow

Debris flow may develop when slope material becomes saturated with water. From a geologic perspective, there are generally two types of debris flows described in detail below.

Debris Flows Related to Shallow Landslides occurs on hillslope due to soil failure in which soil liquefies and runs downhill. This type of debris flow generally results from a shallow landslide (less than 10 to 15 feet deep) and has a discrete initiation zone depositional area (specific area where sediments are deposited). Shallow landslides tend to occur in winter but are most likely after prolonged periods of heavy rainfall when soil materials are saturated. Debris flows are typically more dangerous because they are fast moving, causing both property damage and loss of life.



Debris Flow. Courtesy of Napa County

Post-Wildfire Debris Flows are a result of post-fire conditions, where burned soil surfaces enhance rainfall runoff that concentrates in a channel and picks up debris as it moves. The post-fire debris flow has a less discrete initiation zone but is similar to a debris flow derived from hillslopes in that it may result in inundation and a detrimental impact on lives and property within its zone of runout and deposition (where the sediments are deposited). It can result in downstream flooding.

An example of a catastrophic post-fire debris flow is the event that occurred in Santa Barbara County on January 9, 2018, when, after the Thomas Fire, numerous canyons deposited debris flows onto urbanized alluvial fans (triangle-shaped deposit of gravel, sand, and even smaller pieces of sediment, such as silt) in Montecito and Carpinteria. (CalOES, 2018)

According to the National Oceanic and Atmospheric Administration (NOAA), debris flow is the most common type of slope failure in Napa County, occurring typically during winter months. **Table 2.10-1, Debris Flow Events in Napa County**, lists the debris flow events that have taken place in the County between 2000 and 2018

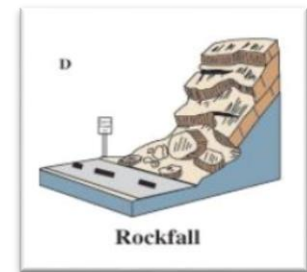
TABLE 2.10-1. DEBRIS FLOW EVENTS IN NAPA COUNTY 2000 – 2018

Date	Deaths	Injuries	Property Damage	Crop Damage
4/1/2006	1	0	\$14.4 million	\$20 million
4/2/2006	0	0	\$11.5 million	None Reported
1/6/2016	0	0	None Reported	None Reported
10/28/2016	0	0	None Reported	None Reported
1/3/2017	0	0	None Reported	None Reported
1/18/2017	0	0	None Reported	None Reported
1/22/2017	0	0	None Reported	None Reported
2/7/2017	0	0	None Reported	None Reported
2/20/2017	0	0	None Reported	None Reported
1/8/2018	0	0	None Reported	None Reported

SOURCE: NOAA; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020

Rockfall

Rockfalls are the falling of a newly detached mass of rock from a cliff or rock outcrop or a loose rock that erodes out of unconsolidated debris on a hillside and rolls or falls down a very steep slope. Over-steepened slopes such as at roadcuts or in glaciated terrain are susceptible to rockfall due to the steep slopes that are not highly vegetated or benched, which can help reduce rockfall. Rock outcrops that are highly fractured and/or undercut by weaker rock layers are also susceptible to rockfall.



Rockfall. Courtesy of Napa County

Risk Assessment

Local Conditions

Slope Failure where movement of slides and earth flows might occur are predicted per the location of past movements. Past landslides can be recognized by their distinctive topographic shapes, which can remain in place for thousands of years and can range from a few acres to several square miles. Most landslides show no evidence of recent movement and are not currently active. A small proportion of them may become active in any given year, with movements concentrated within all or part of the landslide masses or around their edges. These areas are recognized as they are important to identify current areas susceptible to flows and slides, because they can be reactivated by earthquakes or by exceptionally wet weather. **Figure 2.10-1, Napa County Landslide Susceptibility**, shows low, moderate, and high landslide susceptibility in unincorporated Napa County. Most of the high susceptibility areas are in the hilly regions bordering the Napa Valley.

Landslides are most frequently triggered in periods of high rainfall, which is typically between November and April in Napa County. The hazard is greatest in steeply-sloped areas, although slides may occur on slopes of 15 percent or less if the conditions are right. Slope steepness and underlying soils are the most important factors affecting the landslide hazard. However, surface and subsurface drainage patterns also affect the landslide hazard, and vegetation removal can increase the likelihood of a landslide (Association of Bay Area Governments, 2018).

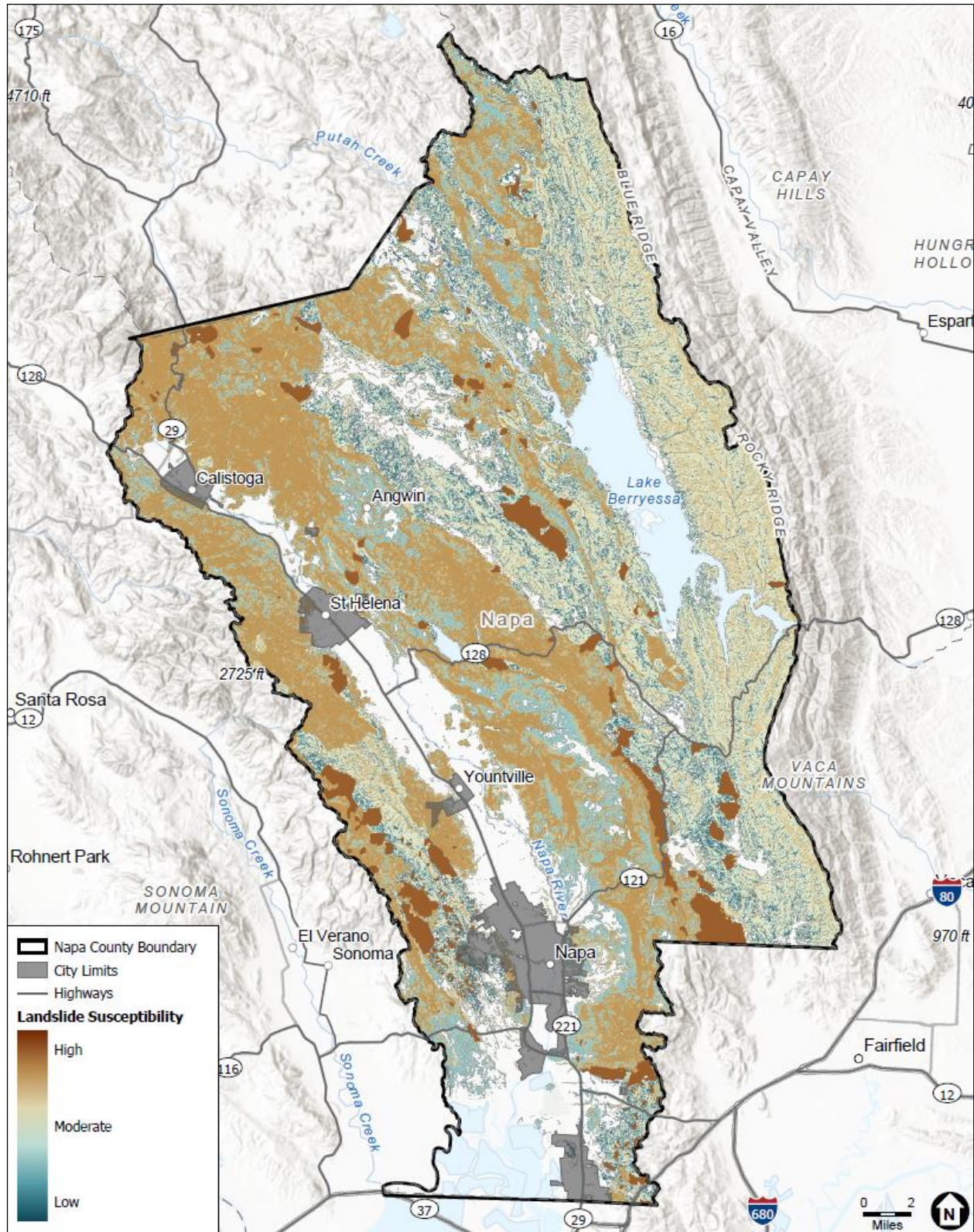


Figure 2.10-1. Napa County Landslide Susceptibility

Landslides are often triggered by other natural hazards such as earthquakes, heavy rain, floods, or wildfires, so landslide frequency is often related to the frequency of these other hazards. The probability of slope failure occurring in Napa County is likely (between 10 and 100% annual probability).

Landslide Vulnerability Analysis

Population

According to the Napa County MJHMP, approximately 19,942 persons, or 58 percent of the County population (34,147), are exposed to slope failure areas as shown in Figure 2.10-1 above. **Table 2.10-2, Population Exposure to Landslide Susceptibility**, shows a breakdown of landslide susceptibility by population count and percentage of total population. Susceptibility was determined by analyzing the proximity of County parcels to landslide hazard areas identified by the California Geologic Survey (CGS). The estimated population was calculated using Geographic Information Systems (GIS) and U.S. Census Bureau information and taking the weighted population within each census block with the percentage of slope hazard areas.

TABLE 2.10-2. POPULATION EXPOSURE TO LANDSLIDE SUSCEPTIBILITY

Landslide Susceptibility	Population Count	% of Total
High	10,717	31.39%
Moderate	3,700	10.84%
Low	5,525	16.18%
Total	19,942	58.40%

NOTES: Population estimates within slope failure areas were generated by analyzing County assessor and parcel data that intersect with landslide hazard areas identified by CGS and avalanche hazards developed by the planning team. Using GIS, U.S. Census Bureau information was used to intersect slope failure hazards an estimate of population was calculated by weighting the population within each census block and track with the percentage of slope hazard areas.

Property

According to the Napa County MJHMP, predominant zoning classes in cities are single-family, vacant and manufactured homes. Parcels and property value exposure to landslides were assessed for 14,654 parcels within unincorporated Napa County. The assessment identified that out of the 14,654 total parcels at a value of 18.3 billion, 2,501 parcels valued at 3.1 billion would be within high susceptibility, 1,965 parcels valued at 1.6 billion would be within moderate susceptibility, and 3,302 parcels valued at 4 billion would be within low susceptibility for a total of 7,768 parcels or 53 percent of total parcels valued at 8.7 billion or 48 percent of total property values.

Critical Facilities, and Infrastructure

The County MJHMP identified 40 critical facilities as being exposed to the landslide hazard to some degree, including essential facilities (hospitals, police stations, and fire stations); high potential loss (church, dams, and historical buildings); transportation and lifeline (roads, bridges, and power lines); and hazmat (landfill). Several types of linear infrastructure can be exposed to mass movements, including

transportation, water, sewer, and power infrastructure. The County MJHMP identified roads, bridges, and power lines as significant infrastructure with a potential for mass movement exposure.

- **Roads:** Access to major roads is crucial to life-safety, response, and recovery operations after a disaster event. Landslides can block egress and ingress on roads, causing isolation for neighborhoods, traffic problems, and delays for public and private transportation, which can also result in economic losses for businesses.
- **Bridges:** Landslides can significantly impact bridges, by knocking out bridge abutments or significantly weaken the soil supporting them.
- **Power Lines:** Power lines are generally elevated above steep slopes, but the towers supporting them can be subject to landslides. A landslide could trigger failure of the soil underneath a tower, causing it to collapse and rip down the lines. Power and communication failures due to landslides can create problems for vulnerable populations and businesses.

Figure 2.10-2, Landslide Vulnerability shows the landslide susceptibility for population and infrastructure in unincorporated Napa County along with exposure summaries for high susceptibility for population, parcel count, parcel value, and critical infrastructure.

Secondary Hazards

Secondary hazards that could trigger or exacerbate slope failure include flooding, wildfires, and post-wildfires. Flooding could undercut the toe of a slope which can remove the support for the slope and cause a landslide or rockfall. Wildfires create an immediate hazard of their own (as discussed in Section 2.11, *Wildfire Hazards*) but can also create long-term impacts by altering the soil structure. Wildfires impede soil ability to absorb moisture and destroy vegetation that binds the soil with roots and absorbs rainfall and runoff with foliage. Post-wildfire could trigger or exacerbate slope failure as rainfall events could create devastating mudflows, debris flows, and landslides.

County Capacity to Respond to Hazard

According to the Napa County MJHMP, the County is equipped to handle future growth within landslide hazard areas. The County has educational programs on how to prepare for slope hazards, including an Emergency Preparedness Guide that holds information on how to prepare emergency kits for resident homes, car, and workplace, (<https://www.countyofnapa.org/DocumentCenter/View/1771/Emergency-Preparedness-Guide-English-PDF?bidId=>).

The County had several Planning Committees from participating jurisdictions identify issues and/or weaknesses for their respective facilities as part of the mitigation identification process. These issues and/or weaknesses were based on the risk assessment and vulnerability analysis, utilizing the Risk Assessment Mapping Platform mapping tool and historic flood data. Slope failure hazard issues and weaknesses included a need for stability issue area maps as well as identified facilities within a moderate landslide area as a concern for potential casualties. Prevention and public education awareness as well as structural projects were listed as County wide priority mitigation actions.

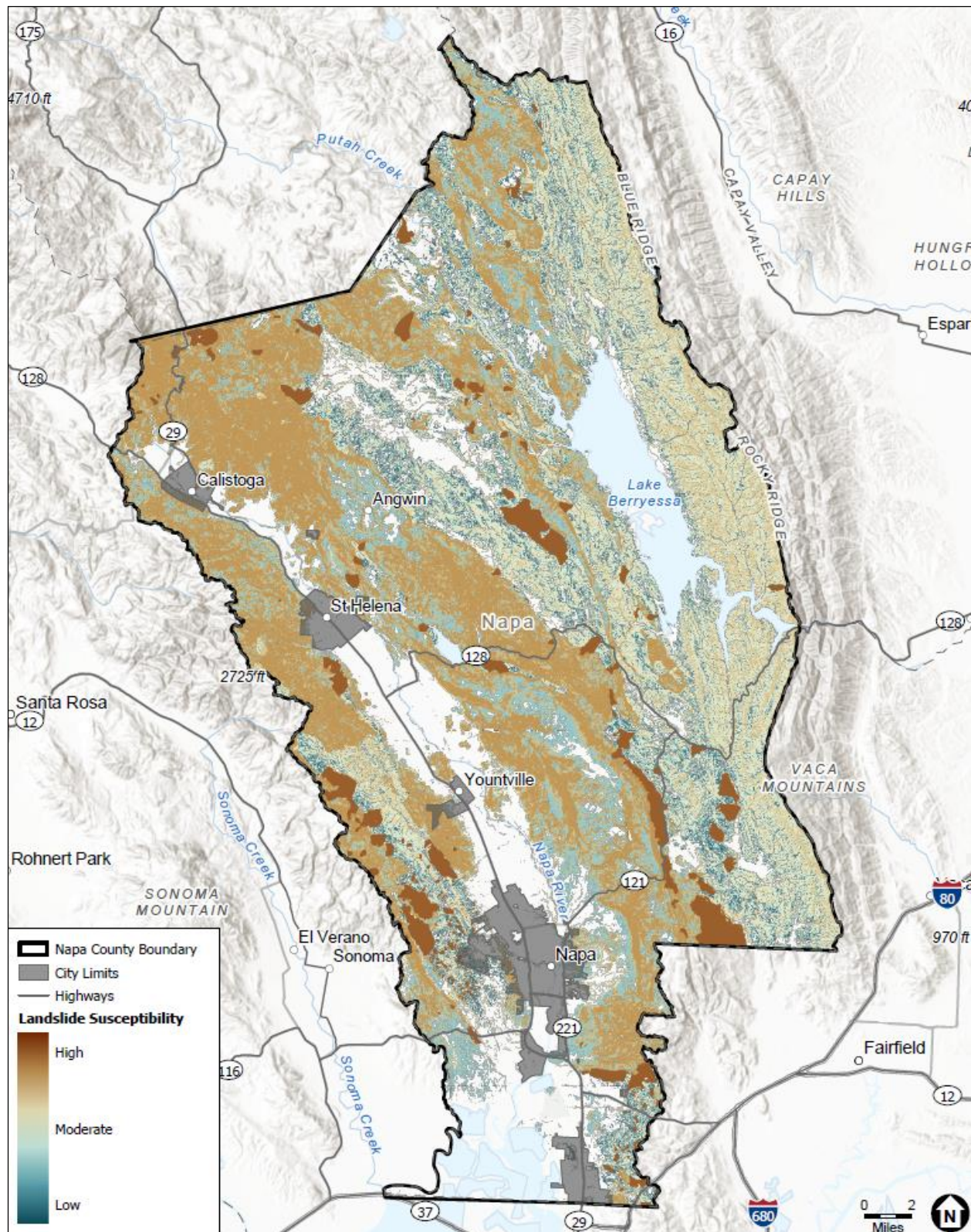


Figure 2.10-2. Landslide Vulnerability

There is still the issue of warning the public of the potential for slope hazard risks. Warning time for hazards such as debris flows, rockfall, and landslides, is often very short and may not occur at all. Identifying areas where these events are known to have occurred, or which have ideal characteristics for these hazards to occur, could help with hazard preparedness when triggering-type events such as earthquake or intense rainfall occur. The County's development of a warning system would be beneficial as it would make proactive response to potential triggering events more effective.

Policies, Plans, and Regulatory Environment

Napa County Operational Area Emergency Operations Plan

The Napa County Public Works Department maintains the County's Emergency Operations Plan (EOP), which provides a framework for Napa County to use in performing emergency functions before, during, and after an emergency event. This EOP supports the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS). The County works together with State, Federal, and local agencies to prevent, prepare for, respond to, and recover from incidents regardless of cause, size, or complexity effectively and efficiently. The EOP supports the overall mission of Napa County Office of Emergency Services (Napa County OES). The Napa County OES is responsible for the development and maintenance of the EOP. The Napa County EOP lists the Public Works Department and Planning, Building, and Environmental Services department as the primary agencies responsible for emergency operations under debris management.

Napa County General Plan

The 2008 Napa County General Plan includes goals and policies to mitigate slope failure.

Napa County Code Section 18.108

Napa County Code includes regulations prohibiting construction, improvement, grading, earthmoving activity or vegetation removal associated with the development or use of land in areas characterized by steep slopes, high erosion potential, unstable soils, combustible vegetation and other sensitive environmental resource areas.

Napa County Landslide Hazard Evaluations

For development projects, the County requires the preparation of a landslide hazard evaluation, which is submitted to the County Planning, Building & Environmental Services Department. The evaluation must be prepared by a California Registered Geologist or Certified Engineering Geologist and include a filed survey as well as a report. The landslide hazard evaluation is conducted in order to determine the effect of slope failures such as landslides on proposed development and more importantly the effect of the proposed project on slope stability and the threat to both existing and proposed improvements. In addition, such evaluations provide some of the information needed to determine how the project will affect the total amount of sediment delivered from the property to the drainage ways involved. (Planning, Building & Environmental Services, 2017)

Napa County MJHMP

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses. The following mitigation actions are identified as County wide priority for implementation:

- **NC-41-2020:** Establish a priority list of slope failure locations and implement slope stabilization projects in the highest risk areas.
- **NC-42-2020:** Construct a slope stabilization project to protect the Angwin Volunteer Fire Department storage facility.

Napa County Code

County Code Chapter 18.108, Conservation Regulations, states that no extensive grading shall be permitted on slopes over 15 percent where landslides or other geologic hazards are present unless the hazard(s) are eliminated or reduced to a safe level to the satisfaction of the County.

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2.11 Wildfire Hazards

A **wildfire** is any uncontrolled fire occurring on undeveloped land that requires fire suppression. Wildfires can be ignited by natural causes such as lightning and severe weather, increased fuels that are exacerbated by drought conditions, or by human-caused activity such as smoking, campfires, downed powerlines, equipment use, and arson. Wildfire can be further exacerbated by severe weather, such as wind, extreme heat, and drought conditions.

In Napa County, wildfires put lives and property at risk and compromise rivers and watersheds, open space, timber, range, recreational opportunities, historic and cultural assets, scenic resources, and local economies. The potential for significant damage to life and property significantly increases in Wildland Urban Interface (WUI) areas. The WUI is the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland and vegetative fuels (FEMA, 2021).



Courtesy of Napa Valley Register

This section will illustrate existing environmental conditions that influence wildfire hazards in Napa County, will characterize wildfire hazards in the unincorporated portions of Napa County, and will provide graphical assessment of community vulnerability to wildfire hazards. Finally, this section will describe relevant state and local regulations that are in place to make Napa County more resilient to wildfire.

Risk Assessment

Local Conditions

According to the Napa County MJHMP, Napa County is characterized by a narrow valley floor surrounded by and intermingled with steep, hilly, wooded terrain—areas highly susceptible to wildfires (Napa County Office of Emergency Services, 2020). The hilly/mountainous terrain on the east and west side of Napa Valley strongly influences both wildland fire behavior and fire suppression capabilities.

The areas in Napa County that are dense with vegetation and contain development can serve as sites for new spot fires that then spread to adjacent structures. The flying embers resulting from fuels are a principal driver of wildfire in wildland urban interface (WUI) areas. The WUI in Napa County is comprised of 486,236 acres and includes Yountville and Lake Berryessa (Napa FireWise, 2020).

Past Wildfire Events

In Napa County, there are four major factors that contribute to historic wildfire events (Napa County Office of Emergency Services, 2020):

- Extreme vegetation diversity and density
- fire weather and fire behavior
- Dynamic fire history
- Development in the WUI

From 2000-2019 there were 10 wildfires burning over 1,000 acres in Napa County, one of which was human caused (Napa County Office of Emergency Services, 2020). As of October 2021, there have been two fires in Napa County. Both of these fires were contained within two days of their start. These events are listed in **Table 2.11-1**, displayed in **Figure 2.11-1**, and are described in greater detail below.

TABLE 2.11-1. WILDFIRE EVENTS IN NAPA COUNTY 2000 – 2020

Date	Event Name	Size in Acres
10/12/2021	Newell Fire	132
9/23/2021	Fremont Fire	116
9/27/2020	Glass Fire	67,484
9/8/2018	Snell Fire	2,488
6/30/2018	County Fire	89,831
10/8/2017	Tubbs Fire	36,702
10/8/2017	Atlas Fire	51,625
10/8/2017	Nuns Fire	55,798
8/2/2016	Cold Fire	5,730
9/12/2015	Valley Fire	76,085
8/9/2015	Jerusalem Fire	25,118
7/22/2015	Wragg Fire	8,049
7/1/2014	Butts Fire	4,297
SOURCE: CALFIRE; Napa County Multi-Jurisdictional Hazard Mitigation Plan, 2020		

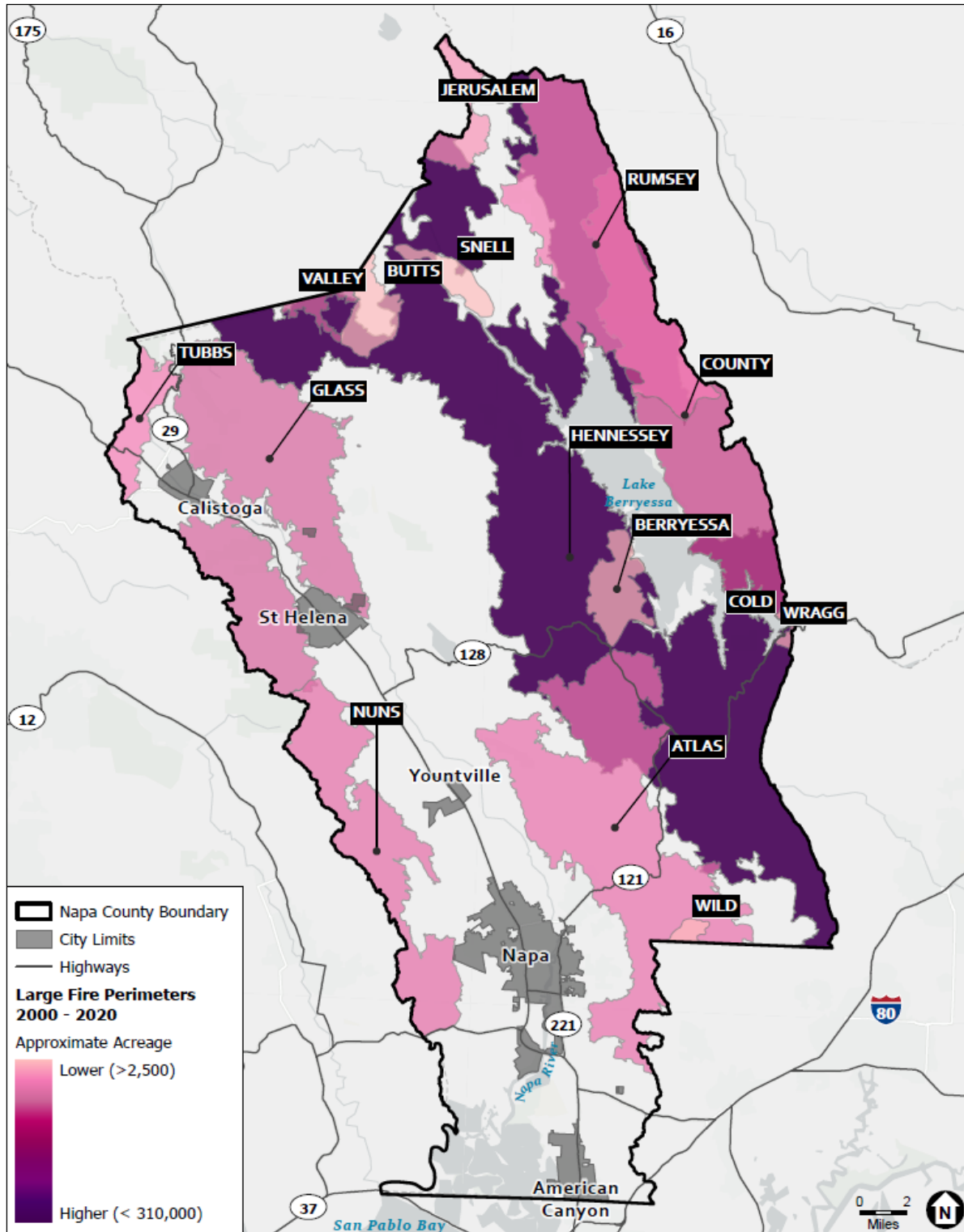


Figure 2.11-1. Napa County Large Fire Perimeters 2000 – 2020

MJHMP FIGURE 4-9 HISTORIC FIRE OCCURRENCE MAP (FIRES GREATER THAN 1,000 ACRES, 2000 - 2019)

Recent Wildfire Events 2014 – 2020

Butts Fire (2014) and Wragg Fire (2015)

Fire activity in 2014 and 2015 in Napa County include the Butts Fire of 2014 and the Wragg Fire of 2015. Ultimately, the Butts Fire consumed 4,300 acres and destroyed 2 residences, while the Wragg Fire consumed 8,051 acres and destroyed 2 outbuildings. (Cal Fire, 2017)

Atlas Fire, Tubbs Fire, and Nuns Fire (also known as Central Lake – Napa – Unit (LNU) Complex Fires) (2017)

The October 2017 Northern California wildfires, also known as the Central LNU Complex, include the Atlas Fire, Tubbs Fire, and Nunns Fire. These fire events affected Napa, Lake, Sonoma, Mendocino, Butte and Solano Counties during severe fire weather conditions. In total, the Tubbs Fire collectively burned 36,807 acres, destroyed 5,636 structures, and resulted in 22 fatalities. At the time, the Tubbs Fire was the most destructive wildfire in California history, burning parts of Napa, Sonoma, and Lake counties and inflicting its greatest losses in the City of Santa Rosa. In Napa County specifically, the Nunns and Tubbs Fires damaged over 1,110 structures (Cal Fire, 2018).

Glass Fire (2020)

The most recent large fire activity in Napa County occurred with the Glass Fire in September 2020. The Glass Fire was contained on October 20, 2020, and burned 67,484 acres and destroyed 1,555 structures (Cal Fire, 2020).

Fremont Fire (2021)

There were two smaller scale vegetation fires that occurred in 2021 in Napa County in terms of duration and acres burned. These were the Fremont Fires and the Newell Fires. The Fremont Fire occurred near the Sonoma – Napa county line off of Highway 12. No injuries or structural damage was reported because of the Fremont Fire.

Newell Fire (2021)

The Newell Fire occurred in October 2021 and was quickly contained by Cal Fire Sonoma Lake Napa Unit. Although only active for one day, the Newell Fire burned 132 acres near the Newell Open Space Preserve in Napa County. The Newell Fire was a vegetation fire and did not burn any structures. Pictured left is view of the smoke plumes from Newell Fire as seen from the City of Vallejo.



Newell Fire north of Vallejo.
Image courtesy of PG&E and SF Gate, 2021

Wildfire Vulnerability Analysis

While Napa County has capacity to address wildfire risks, the County is still vulnerable to wildfire impacts. As mentioned above, the historical wildland fire risk in Napa County can be attributed to four factors. These include extreme vegetation diversity and density, volatile fire weather and fire behavior, dynamic fire history, and development in the WUI. Ignition sources, such as dry leaves, wood, and shrubs, and fuel loading are two ongoing factors of concern for residents in Napa County. Ignition sources, or fuels, in Napa County include grass/oak woodland, 15 – 50-year-old chaparral, redwood forests, and timber over 50 years old. Critical concerns are when the chaparral dead-to-live ratio exceeds 50%, and live fuel moisture approaches 60% in late Summer and early Fall. (Strategic Fire Plan Sonoma-Lake-Napa Unit, 2017)

Fire Hazard Severity Zones Defined

California law requires CAL FIRE to identify areas in the State based on the severity of fire hazard that is expected to occur there. These areas, or “severity zones,” are based on factors such as fuel, slope and fire weather (Cal Fire, 2021).

There are three zones, based on increasing fire hazard: medium, high and very high.

The majority of past wildfire events in Napa County were in summer months (typically June through August). Fire risk will also continue to grow if more development is permitted in WUI areas, which increases fuel loads and the risk of human-caused fires.

This section describes vulnerabilities to wildfire in terms of population, property, and infrastructure and provides graphic representation of these assets, overlaid by CalFire Wildfire Hazard Severity Zones.

Population

Wildfire is of greatest concern to populations residing in the moderate, high and very high fire hazard severity zones. Approximately 20,859, or 36% of the Napa County population live within wildfire hazard severity zones, as illustrated in **Figure 2.11-2**. As shown in **Table 2.11-2**, 8,618 people reside in areas mapped as Moderate Wildfire Hazard Severity Zones, 5,118 people reside in High Wild Severity Zones and 7,123 people reside in Very High Wildfire Hazard Severity Zones.

TABLE 2.11-2. NAPA COUNTY WILDFIRE POPULATION EXPOSURE

<i>Population Count by Wildfire Hazard Severity Zone</i>	
Very High	7,123
High	5,118
Moderate	8,618
SOURCE: Napa County Office of Emergency Services, 2020	

Vulnerable Development, Critical Facilities, and Infrastructure

Per the State’s Office of Planning and Research Guidelines, critical facilities are “facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police or emergency service facilities, utilities, or communications facilities.

In unincorporated Napa County, there are six essential facilities in Very High Wildfire Severity Zones, including five fire stations and one hospital. Linear infrastructure, such as roads and railroads, are normally not susceptible to fire damage. However, fires can create conditions that can prevent ingress and egress and can isolate residents and emergency service providers as a result. Similarly, communication towers also increase capacity in the event of a wildfire. Vulnerable development and critical facilities, as described, are shown in Figure 2.11-2, below.

County Capacity to Respond to Hazards

Fire suppression services in Napa County are provided by California Department of Forestry and Fire Protection (CAL FIRE) Sonoma-Lake-Napa Unit (LNU). The LNU serves the counties of Sonoma, Lake, Napa, Solano, Yolo, and Colusa. As this unit covers a large geographic region spanning several counties, suppression resources and personnel during peak fire season include approximately 260 career personnel and approximately another 250 seasonal personnel. As of 2020, the LNU's inventory includes 21 fire stations, 31 engines, 6 bulldozers, 2 Conservation Camps, 1 Fuels Crew, 1 Helicopter and many other Support Staff positions. In addition to fire suppression services, there are also ongoing fuel reduction projects occurring in Napa County.

Special Projects: Fuel Reduction

In Napa County, fuel reduction projects are ongoing on federal, state, and private lands in Napa County. These projects include vegetation management, controlled burns, and removal of dead, dying, and diseased trees. Similar fuel reduction projects are active and enforced on private lands. The CAL Fire Sonoma Lake Napa Unit is active in enforcing the Forest Practice Rules on private timberland where Timber Harvesting Plans (THPs) have been submitted and where timber harvesting is occurring. Rules and standards include provisions for the operation of fire causing equipment, use of hydrocarbon powered engines near forest, grass, or brush lands, and for the operation of chainsaws in the forest environment. Lastly, all jurisdictions participating in the MJHMP planning process have identified mitigation measures and strategies to adapt to future wildfire hazards that have the potential to occur across Napa County.

As the local climate becomes warmer and drier and weather patterns become more volatile as a result, wildfire will continue to remain a significant threat to the Napa County community. Climate change is projected to increase this current risk by anywhere from 10 to 20 percent, and the County will need to continue to adapt to this projected increase (Napa County Office of Emergency Services, 2020). This increase could cause additional threats to the County and has the potential to affect emergency services, roads, water supplies, housing access, and quality of life. While Napa County continues to increase its adaptive capacity to wildfire risk, goals, policies and actions within this Safety Element will address site constraints with respect to wildfire hazards and potential impacts to community safety, as well as community education and preparedness.

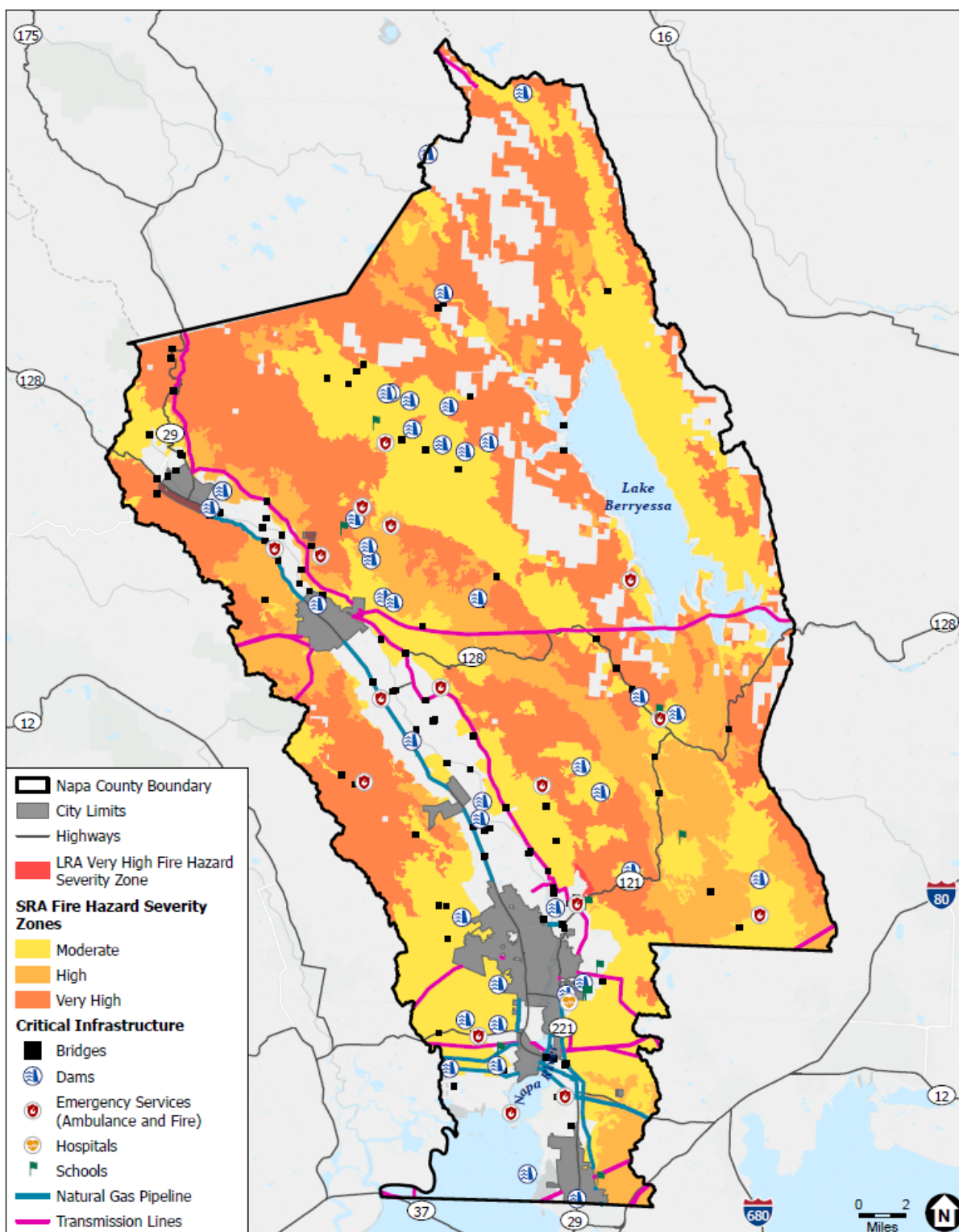


Figure 2.11-2. Napa County Vulnerable Development In Fire Hazard Severity Zones

MJHMP FIGURE 4-13 EXPOSURE WILDFIRE VULNERABILITY AND SNAPSHOT MAP

Plans, Policies, Programs, and Regulatory Environment

Wildfire Protection Responsibility in California

In California, local, state, tribal, and federal organizations all have legal and financial responsibility for wildfire protection. To address wildfire jurisdictional responsibilities, in 1981 the California State Legislature outlined various wildfire responsibility areas, described below, in Cal. Pub. Res. Code § 4291.5 and Cal. Health & Safety Code § 13108.5. In Napa County, the most prominent of these responsibility areas are State Responsibility Areas (SRAs) and Local Responsibility Area (LRAs) described below (Napa County Office of Emergency Services, 2020).

- **State Responsibility Areas (SRAs)**—SRAs are lands in California where the California Department of Forestry and Fire Protection (CAL FIRE) has legal and financial responsibility for wildfire protection and where CAL FIRE administers fire hazard classifications and building standard regulations. SRA boundaries are those adopted by the California Board of Forestry and Fire Protection and are reviewed and updated every 5 years. SRAs are defined as lands that:
 - Are County unincorporated areas,
 - Are not federally owned,
 - Have wildland vegetation cover rather than agricultural or ornamental plants,
 - Have row crops or seasonal crops, or
 - Have watershed, range, or forage values.

Where SRA's contain structures or development, the responsibility for fire protection falls to relevant local agencies.

- **Local Responsibility Areas (LRAs)** — LRAs include land in cities, cultivated agriculture lands, unincorporated non-flammable areas, and lands that do not meet the criteria for SRA or Federal Responsibility Areas (FRAs). There are no FRA's in Napa County. LRA fire protection is typically provided by city or county fire departments, fire protection districts, or by CAL FIRE under contract to local governments. LRAs may still include areas of flammable vegetation and WUI.

The SRA's and LRA's in Napa County are illustrated in **Figure 2.11-3** below.

California Fire Code (2019)

Napa County has adopted the 2019 Edition of the California Fire Code to safeguard the public health, safety, and general welfare from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

California Building Code (2019)

The 2019 California Building Code, adopted by the County, includes materials and construction methods for exterior wildfire exposure and standards of quality for fire-resistant buildings. See Cal. Building Codes, Chapter 7a (2019).

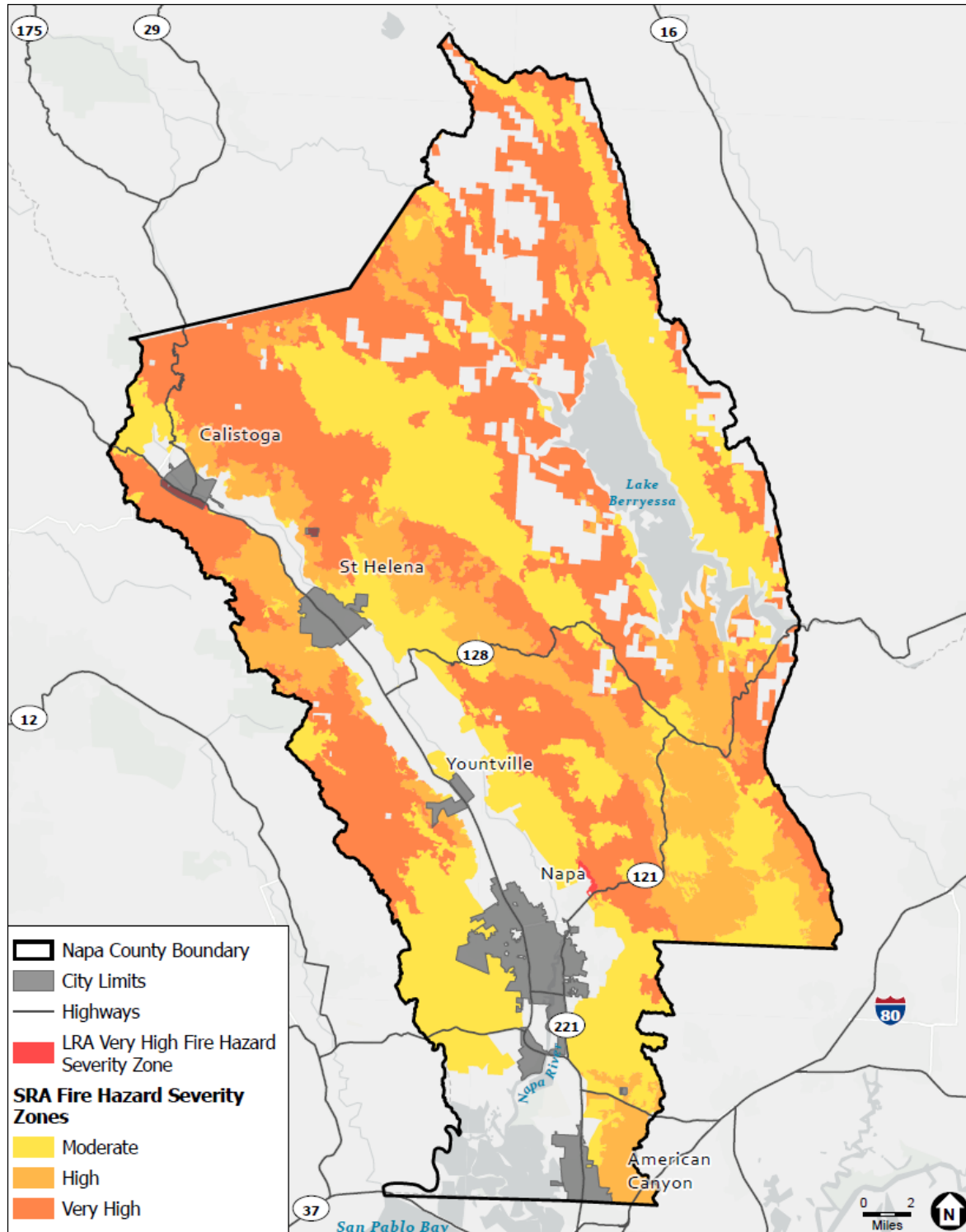


Figure 2.11-3. Napa County Wildfire Severity Zones

MJHMP FIGURE 4-12 WILDFIRE SEVERITY ZONES

CAL Fire Strategic Plan, Sonoma – Lake Napa Unit (2020)

The California Department of Forestry and Fire Protection (CAL FIRE), Sonoma-Lake-Napa Unit (LNU) serves the counties of Sonoma, Lake, Napa, Solano, Yolo, and Colusa. The LNU Strategic Fire Plan is a living document and outlines a comprehensive program designed to reduce total government costs and citizen losses from wildland fire in the Unit, including unit preparedness and firefighting capabilities, as well as pre fire management strategies and tactics. The LNU Strategic Fire Plan also strives to assist the public with assistance and education to create fire adapted communities that can more safely withstand a wildland fire.

Napa County Multi Jurisdictional Hazard Mitigation Plan (MJHMP)

The County's MJHMP provides for long-term mitigation planning by identifying goals, objectives, mitigation strategies and implementation methods that can be incorporated over the long term to reduce risk and future losses to wildfire events.

Napa County General Plan

The Napa County General Plan is an official policy document that serves to guide private and public development in Napa County. Within the County General Plan, the Safety Element contains specific goals and policies to mitigate the effects of wildfire and protect the safety and general welfare of residents and visitors in Napa County.

Residential Fire Protection (Napa County Code Section 8.36) and Napa County Hazard Abatement Ordinance

Napa County regulations require property owners to maintain a defensible space in accordance with the Defensible Space Guidelines. Failure to maintain defensible space, including the accumulation or storage of materials within established boundaries, is considered a nuisance and subject to County enforcement. Napa County Code § 8.36.60 (2019).

Updated and adopted in May 2021, the Napa County Defensible Space Guidelines define defensible space as the area around a structure with a minimum distance of a 100-foot radius or to the property line, whichever is less, in which combustible vegetation and other prohibited materials must be treated, cleared, or reduced to slow the spread of fire to and from the structure (Napa County Office of Emergency Services, 2020). The area is characterized by the establishment and maintenance of a buffer zone that is within 30 feet of any structure and a reduced fuel zone that extends to a minimum distance of 100 feet away from a structure or to the property line adjacent to the structure if less than 100 feet from the structure.

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APPENDIX B

NAPA COUNTY SAFETY ELEMENT

AB 747 EMERGENCY EVACUATION

ASSESSMENT

Draft Memorandum

Date: April 15, 2022

To: Hillary Gitelman, Mary Laux, and Jillian Feyk-Miney, Environmental Science Associates
Trevor Hawkes, County of Napa

From: Ian Barnes, Terence Zhao, and Grace Chen, Fehr & Peers

Subject: County of Napa AB 747 Emergency Evacuation Assessment

WC21-3826

Fehr & Peers has completed a general, programmatic assessment of emergency evacuation routes for the County of Napa. This assessment is consistent with Assembly Bill 747 (AB 747) and Senate Bill 99 (SB 99) requirements.

This document is intended to provide an assessment of roadway capacity under the described scenarios and should not be considered an evacuation plan. Please note that emergency evacuation can occur due to any number of events. Additionally, wildfire movement in particular is unpredictable as is individual behavior related to evacuation events. As such, this assessment is intended to provide the County with a broad “planning level” assessment of the capacity of the transportation system during an evacuation scenario; it does not provide guarantees as to the adequacy of the system nor can it guarantee that the findings are applicable to any or all situations.

Moreover, as emergency evacuation assessment is an emerging field, there is no established standard methodology. We have adopted existing methodologies in transportation planning that, in our knowledge and experience, we believe are the most appropriate. Nevertheless, such methodologies are necessarily also limited by the budgetary and time constraints in our scope of work, and by the current state of our knowledge.

The County should take care in planning and implementing any potential evacuation scenario and that this assessment should help the County better prepare for those events. We would be happy to conduct additional analyses in further detail, analyzing different scenarios, and employing other methodologies if desired. However, in no way can Fehr & Peers guarantee the efficacy of

any of the information used from this assessment as such would be beyond our professional duty and capability.

Background

The following are recent pieces of legislation related to emergency access that are addressed in this assessment.

- AB 747 requires that the safety element be reviewed and updated to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. This will be a requirement for all safety elements or updates to a Local Hazard Mitigation Plan (LMHP) completed after January of 2022.
- SB 99 requires review and update of the safety element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

Approach

As part of previous SB 99 work, parcels with only one access route in or out are identified and mapped in **Figures 1A, 1B, and 1C**. Also as part of previous SB 99 work, evacuation access County-wide was assessed by reviewing the distance evacuees must travel during an evacuation event based on information provided by Napa County staff. This assessment is a proxy for accessibility and can assist in identifying potentially vulnerable communities during an evacuation event by identifying areas of the County that need to travel the furthest and thus are potentially the most vulnerable in an evacuation event. We approached this assessment by measuring distances from each point along the County roadway network to designated evacuation zones in each of three scenarios, mapped in **Figures 2A, 2B, and 2C**, respectively. The three scenarios differ based on the extent of evacuations:

- Scenario A assumes that Calistoga, Saint Helena, Yountville, and the City of Napa are evacuation destinations.
- Scenario B assumes that Yountville and the City of Napa are evacuation destinations, and that Calistoga, and Saint Helena are also evacuating to these destinations.
- Scenario C assumes that only the City of Napa is an evacuation destination, and that Calistoga, Saint Helena, and Yountville are all evacuating there.

For the AB 747 Capacity Assessment, Fehr & Peers and County of Napa staff worked together to identify seven critical evacuation zones of the highest concern for further analysis. These were

chosen with consideration of fire history, as well access limitations identified from the as results from SB 99 analysis. These zones are:

- The community of Angwin
- The community of Berryessa Highlands, located on the south shore of Lake Berryessa and accessible via Steele Canyon Road
- The community of Berryessa Estates, located on the northern fork of Lake Berryessa formed by Putah Creek and accessible via Stagecoach Canyon Road
- The Calistoga area
- The Saint Helena area
- The Yountville area
- The areas on the western shore of Lake Berryessa, including Spanish Flat

Evacuation Capacity Assessment

Consistent with the requirements of AB 747, we reviewed the capacity of the transportation system during an evacuation event for each of the seven identified zones listed previously. This assessment makes the following assumptions:

- The need for evacuation is assumed to be a wildland fire.
- No “shelter in place” is assumed – all residents, employees and visitors are assumed to evacuate from these zones.
- 100 percent occupancy of households is assumed. This assumption is discussed further in latter parts of this section and in Table 2.
- It is assumed that adequate staff would be available to control traffic at key intersections and prohibit through traffic from entering the evacuation zones.

Based on these preconditions, we developed three evacuation scenarios that correspond to Scenarios A, B, and C mentioned previously. Scenario 3 was separated into three sub-scenarios, which assume Geyserville / northern Sonoma County as a potential evacuation destination for none, some, and all Calistoga residents, respectively.

- *Scenario 1 (4 out of 7 zones identified need to evacuate)*
This scenario assumes that only communities in the hills (that is, Angwin, Berryessa Highlands, Berryessa Estates, and the western shore of Lake Berryessa / the Spanish Flat area) need to evacuate.
- *Scenario 2 (6 out of 7 zones identified need to evacuate)*
This scenario assumes that communities in the hills, as well as Saint Helena and Calistoga on the valley floor, need to evacuate to at least as far south as Yountville, but that

Yountville and points south are safe.

- *Scenario 3.1 (all 7 zones identified need to evacuate)*

This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa.

- *Scenario 3.2 (all 7 zones identified need to evacuate)*

This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa except for half of Calistoga evacuating to Geyserville.

- *Scenario 3.3 (all 7 zones identified need to evacuate)*

This scenario assumes communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate, all to the City of Napa except for Calistoga evacuating to Geyserville.

The evacuation routes for each of these scenarios are discussed further in the subsequent sections and evacuation destinations are shown in **Table 4**. For all communities in scenarios 1 and 2, as well as for all communities except for Calistoga in scenario 3 (as noted above), a location in Napa County is presumed to be the evacuation destination due to shorter evacuation distances and the relatively higher capacity of the routes.

The number of residents, anticipated vehicle ownership per household, and employees in the area were referenced to estimate the number of vehicles that would need to evacuate. **Table 1** summarizes land use information and vehicle ownership data for the evacuation zones.

Table 1: Land Use and Evacuation Demand of Evacuation Zones

Evacuation Zone	Households	Population	Employment	Household Vehicle Ownership					Estimated Evacuation Demand*	Evacuating?		
				0	1	2	3	4+		Scenario 1	Scenario 2	Scenario 3
Angwin	1,139	3,716	683	32	290	432	205	180	2,877	Yes	Yes	Yes
Berryessa Estates	280	723	256	7	75	100	74	25	780	Yes	Yes	Yes
Western shore of Lake Berryessa, including Spanish Flat	132	341	56	3	35	47	35	12	307	Yes	Yes	Yes
Berryessa Highlands	372	962	91	9	99	132	98	33	803	Yes	Yes	Yes
Calistoga area	2,096	5,564	2,362	170	848	595	352	131	5,694	No	Yes	Yes
Saint Helena area	2,865	7,203	7,119	192	1,039	1,093	497	43	11,457	No	Yes	Yes
Yountville area	1,169	3,662	3,178	157	551	368	72	21	4,663	No	No	Yes
Total	8,053	22,171	13,745	570	2,937	2,768	1,333	445	26,581	4,767	21,918	26,581

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19

*Assumption of number of vehicles that will evacuate: zero-vehicle household: 1 vehicle; one-vehicle household: 1 vehicle; two-vehicle household: 2 vehicles; three-vehicle household: 2.5 vehicles; four-or-more-vehicle household: 3 vehicles; employee: 0.93 vehicle (there are 7% zero-vehicle households in evacuation zones).

The number of households in the area that would potentially have mobility constraints due to the lack of a personal vehicle during an evacuation event is summarized in **Table 2**. As shown, approximately seven percent of households across the seven zones do not have access to a vehicle. It should be noted that this information does not constitute a specific analysis of households with mobility challenges as it does not specifically account for people who have mobility impairments that preclude them from using a vehicle; it also does not specifically account for households that own one or more vehicles, but where not all members of the household may necessarily have access to them at all times (for example, a household with one vehicle which a household member drives to work, leaving other members of the household staying at home with no available vehicle).

Table 2: Zero-Vehicle Households

Evacuation Zone	Households	Zero-Vehicle Households	Percent Zero-Vehicle Households
Angwin	1,139	32	3%
Berryessa Estates	280	7	2%
Western shore of Lake Berryessa, including Spanish Flat	132	3	2%
Berryessa Highlands	372	9	2%
Calistoga area	2,096	170	8%
Saint Helena area	2,865	192	7%
Yountville area	1,169	157	13%
Total	8,053	570	7%

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19.

A worst-case condition was estimated where all employees and residents in the evacuation area would need to be evacuated according to **Table 1**. In the absence of detailed data for the evacuation zones, this assessment uses zero-vehicle households as a proxy to provide an estimate of persons with mobility constraints that may need evacuation assistance the zero-vehicle households would require outside assistance, and although outside the scope of this assessment, the County may want to consider a program that ensures a more accurate accounting of households needing assistance, and that evacuation of these households is achievable via public transit, special shuttle vehicles sent during evacuations, or other neighborhood programs that promotes advanced coordination of ridesharing during evacuations between neighbors. This estimate also assumes that employment centers would provide evacuation assistance to employees without access to a vehicle. Additionally, it was assumed that some households with more than two vehicles likely would not be able to utilize all of their vehicles during an evacuation event (e.g. homes with three or four vehicles but with only two licensed drivers).

Evacuation Routes and Gateways

Roadways with Capacity Constraints

As part of our conversations, Fehr & Peers and County staff also identified the following roadways to be unsuitable for general evacuation planning purposes:

- Berryessa-Knoxville Road / Morgan Valley Road
- Dry Creek Road / Trinity Road
- Oakville Grade
- Spring Mountain Road / Saint Helena Road
- Duhig Road / Ramal Road

These roadways were not considered as potential gateway links or routes for general evacuation in the AB 747 analysis.

Moreover, this analysis assumes that in scenarios 2 and 3, where residents from northern parts of the County must evacuate south to either Yountville or the City of Napa, State Route 29 will be the only available north-south route on the valley floor. Silverado Trail is situated close to the foothills and lies in a historic fire zone. In a historic fire scenario as represented in scenario 2 and 3, it is likely to be closed and unavailable for evacuation use due to fire conditions. Should Silverado Trail remain open during an evacuation event, it can supplement State Route 29 to provide additional north-south capacity.

Evacuation Routes and Gateways

A critical factor in the success of an evacuation is how long it takes all evacuees to clear an area under threat. Conceptually, the time it takes to evacuate a given area is fundamentally constrained by key capacity constraints along the roadway system, otherwise known as "bottlenecks". Note that multiple bottlenecks may be present over the course of an evacuation route, and the high-level programmatic analysis in this assessment only considers a limited number of regional bottlenecks, which are selected after the segments noted above were excluded.

Routes to their respective evacuation destinations were identified for each of the seven evacuation zones being analyzed. For each zone, a roadway link from the Solano Napa Activity-Based Model (SNABM) that represents the bottleneck segment on its evacuation route was identified as its "evacuation gateway." For example, in scenario 1, Deer Park Road between Angwin and State Route 29 is considered the evacuation gateway for Angwin, as it is the sole egress for all evacuees from Angwin heading to Saint Helena. The list of evacuation gateways and their capacities are shown in **Table 3**.

The roadway capacities presented in **Table 3** and used by this analysis are based on those found in the Solano Napa Activity-Based Model (SNABM), with some modifications made to account for perceived discrepancies with current real-world conditions under normal operating conditions. This assessment conservatively assumes that roadway capacities during evacuation events will be as they are in normal conditions, and not be increased by measures such as the implementation of contraflow lanes.

Table 3: Total Outbound Capacity of Evacuation Gateway Links

Roadway Name	Outbound Lanes	Total Outbound Capacity (vehicles per hour)
1. Deer Park Road (between Angwin and State Route 29 at Saint Helena)	1	900
2. State Route 29 (between Saint Helena and Yountville)	1	1,600
3. State Route 29 (between Yountville and Salvador)	2	2,800
4. Snell Valley Road/Butts Canyon Road/Pope Valley Road (between Berryessa Estates and Howell Mountain Road)	1	900
5. Howell Mountain Road (between Snell Valley Road and Angwin)	1	900
6. Berryessa Knoxville Road (between Spanish Flat and State Route 128)	1	900
7. State Route 128 (between Berryessa Knoxville Road and State Route 121)	1	900
8. State Route 121 (between Berryessa Highlands and Wooden Valley Road)	1	1,600
9. State Route 128 (between Calistoga and Napa County Line)	1	1,600
10. State Route 128 (between Napa County Line and Geyserville)	1	1,050

Source: Sonoma-Napa Activity-Based Model 2040, American Community Survey 2015-19

Table 4 presents the evacuation gateway links and the zones each gateway is associated with for each scenario – note that evacuation gateways can be associated with multiple zones that must use it to evacuate; similarly, depending on the evacuation scenario, an evacuation zone can be associated with multiple evacuation gateways if the evacuation route from that zone passes through multiple gateways to reach its evacuation destination. The table also shows the combined number of households and vehicle demand for all zones associated with each evacuation gateway.

Each evacuation gateway has a fixed capacity (usually noted in vehicles per hour), and dividing the gateway capacity into the total evacuation vehicle demand yields the time it takes for all vehicles to pass through the gateway from the evacuation zone. Using the estimated vehicle demand at each gateway and dividing by the estimated hourly outbound capacity for that

gateway, **Table 4** also presents an estimated time required to clear all vehicles at the gateway. Note that this time estimate is not an estimated average travel time for evacuees traveling from the evacuation zone to the evacuation destination, nor is it the estimated travel time through the roadway link segment that makes up the gateway. Instead, it reflects the comparison between the evacuation demand of the zones served by that gateway, and provides a rough estimate for the time it would take for the specified number of vehicles to pass through the gateway given its roadway capacity. Moreover, this assessment only takes into account the vehicle demand from the seven evacuation zones, and not any other traffic that may be present.

As shown, the total vehicle demand at many of the evacuation gateways significantly exceed their respective hourly outbound capacities. **Table 4** also presents an alternative scenario, in which the vehicle demand is equivalent to an average of one vehicle per household, which produces much shorter and more manageable time estimates for clearing the gateways.

Table 4: Evacuation Time Required Under Each Evacuation Scenario

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Outbound Capacity (vehicles per hour)	Time Required for Vehicles to Pass Through at Gateway (hours)		
						Total Vehicle Demand	One Vehicle per Household	
Scenario 1 - Only communities in the hills need to evacuate								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 2 - Communities in the hills, as well as Saint Helena and Calistoga on the valley floor, need to evacuate to at least as far south as Yountville								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga, and Saint Helena	State Route 29	Yountville	20,808	6,380	1,600	13.00	4.00	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 3.1 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate to the City of Napa								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga, and Saint Helena	State Route 29	Yountville	20,808	6,380	1,600	13.00	3.99	
Angwin, Berryessa Estates, Calistoga, Saint Helena, and Yountville	State Route 29	City of Napa	25,471	7,549	2,800	9.10	2.70	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Scenario 3.2 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate - all communities to the City of Napa, except for half of Calistoga evacuating to Geyserville								
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58	
Angwin, Berryessa Estates, Calistoga (50%), and Saint Helena	State Route 29	Yountville	17,961	5,332	1,600	11.23	3.33	
Angwin, Berryessa Estates, Calistoga (50%), Saint Helena, and Yountville	State Route 29	City of Napa	22,624	6,501	2,800	8.08	2.32	
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32	
Calistoga (50%)	State Route 128	Geyserville	2,847	1,048	1,050	2.71	1.00	

Table 4: Evacuation Time Required Under Each Evacuation Scenario

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Outbound Capacity (vehicles per hour)	Time Required for Vehicles to Pass Through at Gateway (hours)	
						Total Vehicle Demand	One Vehicle per Household
Scenario 3.3 - Communities in the hills, as well as Saint Helena, Calistoga, and Yountville on the valley floor, need to evacuate. All communities to the City of Napa, except Calistoga evacuating to Geyserville							
Angwin and Berryessa Estates	Deer Park Road	Saint Helena	3,657	1,419	900	4.06	1.58
Angwin, Berryessa Estates, and Saint Helena	State Route 29	Yountville	15,114	4,284	1,600	9.45	2.68
Angwin, Berryessa Estates, Saint Helena, and Yountville	State Route 29	City of Napa	19,777	5,453	2,800	7.06	1.95
Spanish Flat and Berryessa Highlands	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32
Calistoga	State Route 128	Geyserville	5,694	2,096	1,050	5.42	2.00

It is also important to note that emergency scenarios are often unpredictable and driver behavior can be disorderly. Additionally, evacuation events are not linear in nature (e.g. even distribution during the evacuation time period) and it is anticipated that evacuees would vacate at a rate that more closely resembles a bell curve from the time that the evacuation order is issued. These are conditions which would affect the total evacuation time estimated in our assessment that are beyond the scope and budget of our assessment. There is also general unpredictability in operational issues, such as power issues that would trigger traffic signals to operate in “red flash mode” in which traffic would need to proceed through intersections in an all-way stop configuration.

Project Impacts

The only Housing Inventory Site location identified as part of the Housing Element process that falls into one of the seven zones is Spanish Flat, with the addition of 100 housing units. This analysis assumes that this will result in 100 additional households in the area with similar characteristics as the existing households. **Table 5** summarizes the changes to the number of households and vehicles in the zone with project, and **Table 6** shows the resulting changes in estimated evacuation times. As shown, the additional household would result in a 22% increase in evacuation times assuming full evacuation demand, or a 19% increase in evacuation times assuming only one vehicle per household evacuates. In either case, however, total evacuation times remain well under one hour.

Table 5: Evacuation Demand of Spanish Flat, with Project

Evacuation Zone	Households	Household Vehicle Ownership					Estimated Evacuation Demand*
		0	1	2	3	4+	
Western shore of Lake Berryessa, including Spanish Flat, existing	132	3	35	47	35	12	307
Western shore of Lake Berryessa, including Spanish Flat, with project	232	6	62	82	61	21	540

Table 6: Evacuation Time Required for the Spanish Flat Area, with Project

Evacuation Zone	Evacuation Gateway Link	Evacuation Destination	Estimated Evacuation Demand	Number of Households	Total Capacity (vehicles per hour)	Time Required on the Gateway Link to Evacuate (hours)	
						Total Vehicle Demand	One Vehicle per Household
Scenario 1 - Only communities in the hills need to evacuate							
Spanish Flat and Berryessa Highlands, existing	State Route 121	City of Napa	1,110	504	1,600	0.69	0.32
Spanish Flat and Berryessa Highlands, with project	State Route 121	City of Napa	1,343	604	1,600	0.84	0.38
change with project			233	100		0.15	0.06

Next Steps

As a target for further investigation and study, the following lists provide potential measures that can enhance the evacuation process through both the supply side (increasing evacuation capacity) and demand side (managing evacuation volumes).

Supply-side Strategies

- Increasing capacity through the use of contraflow lanes or shoulders
- Managed traffic control, including turn restrictions and route or ramp closures, to maximize outflows from evacuation areas
- Faster clearing of fire-induced road closures
- Street parking management on high hazard days.

Demand-side and Information-Side Strategies

- Communication systems and strategies that improve disaster alerts
- Dynamic route guidance and monitoring
- Phased evacuations
- Reducing vehicle volumes during evacuations, such as by requiring households to evacuate in as few vehicles as possible.

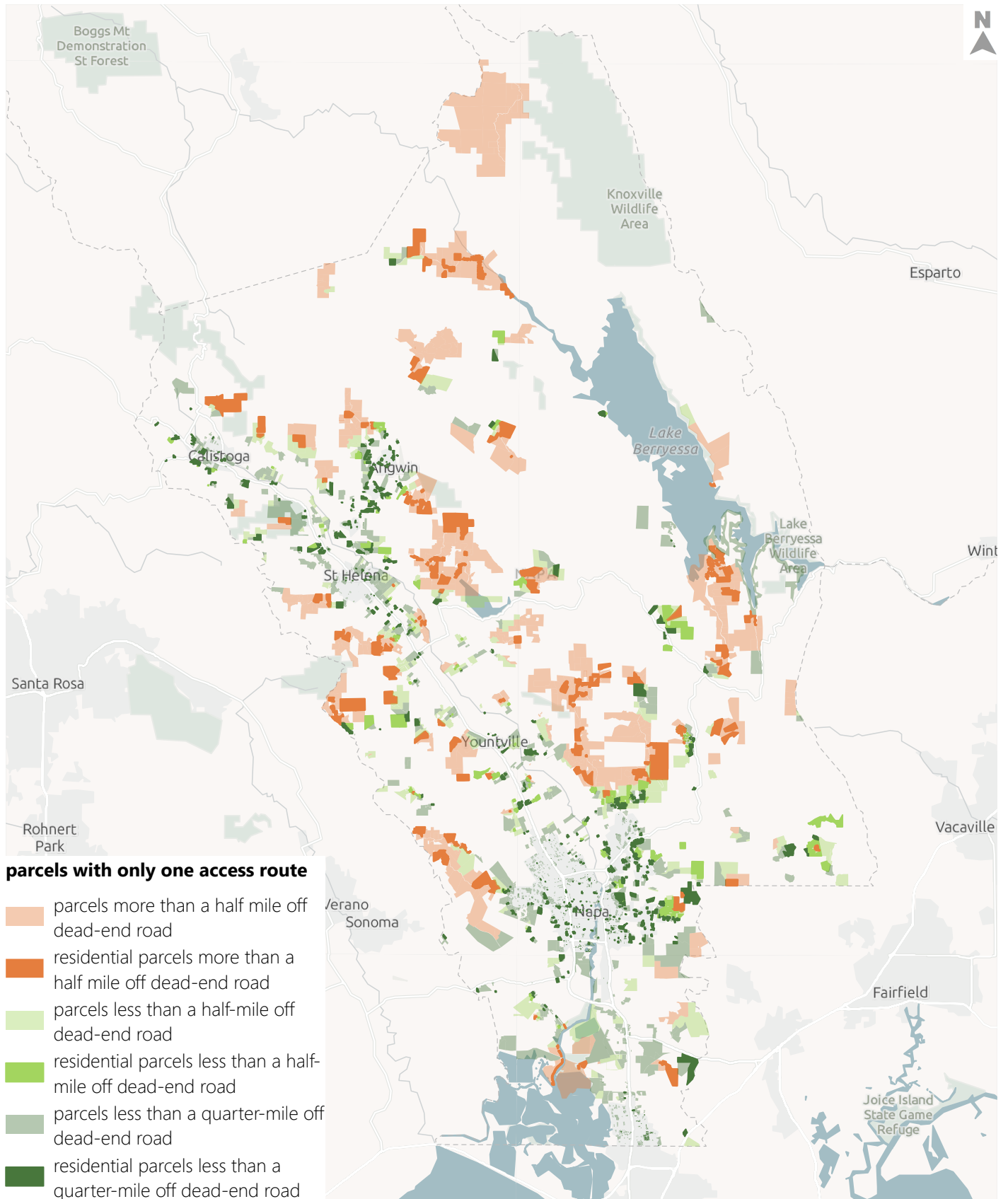


Figure 1A

SB 99 - Parcels With Only One Access Route

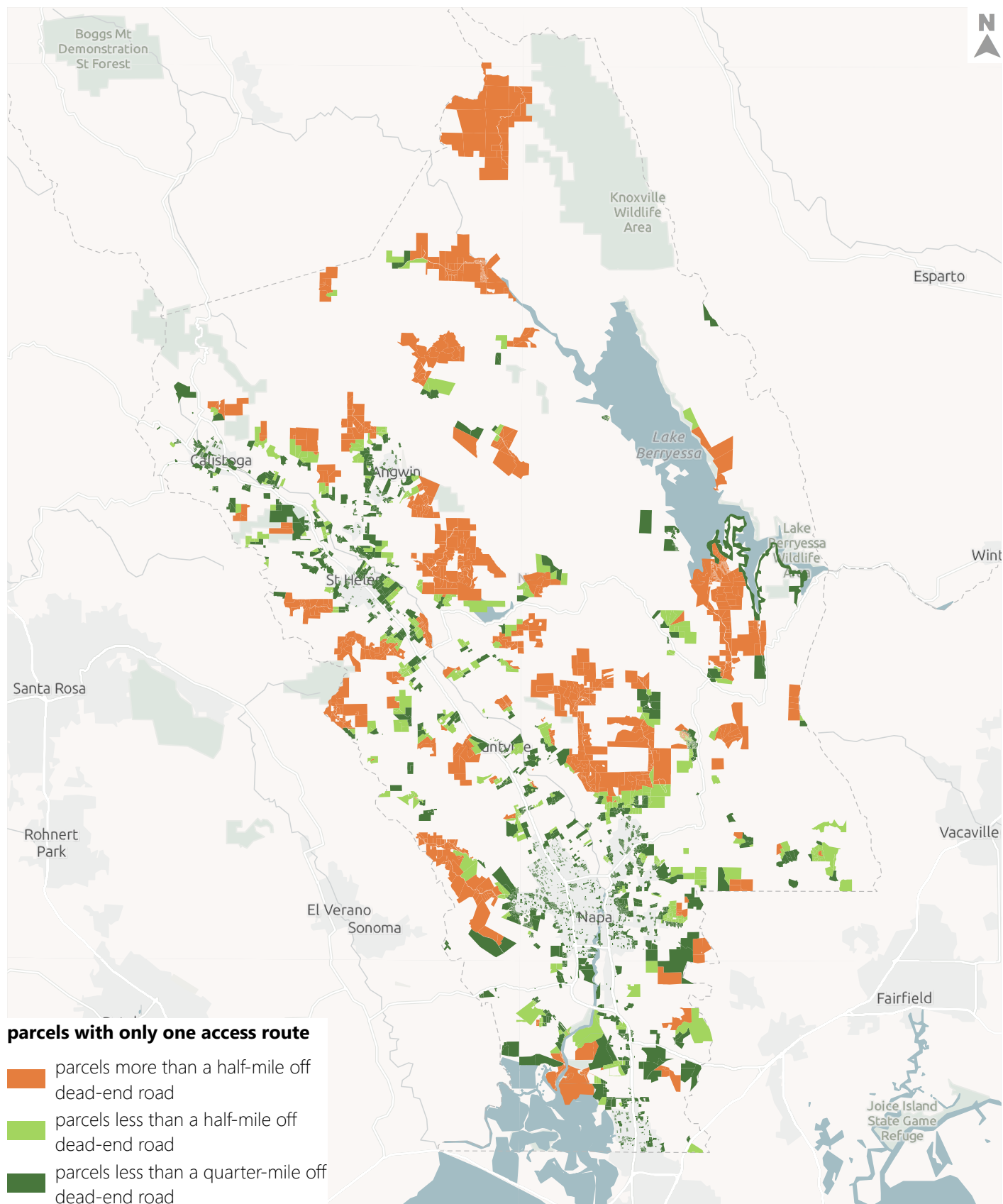


Figure 1B

SB 99 - Parcels With Only One Access Route

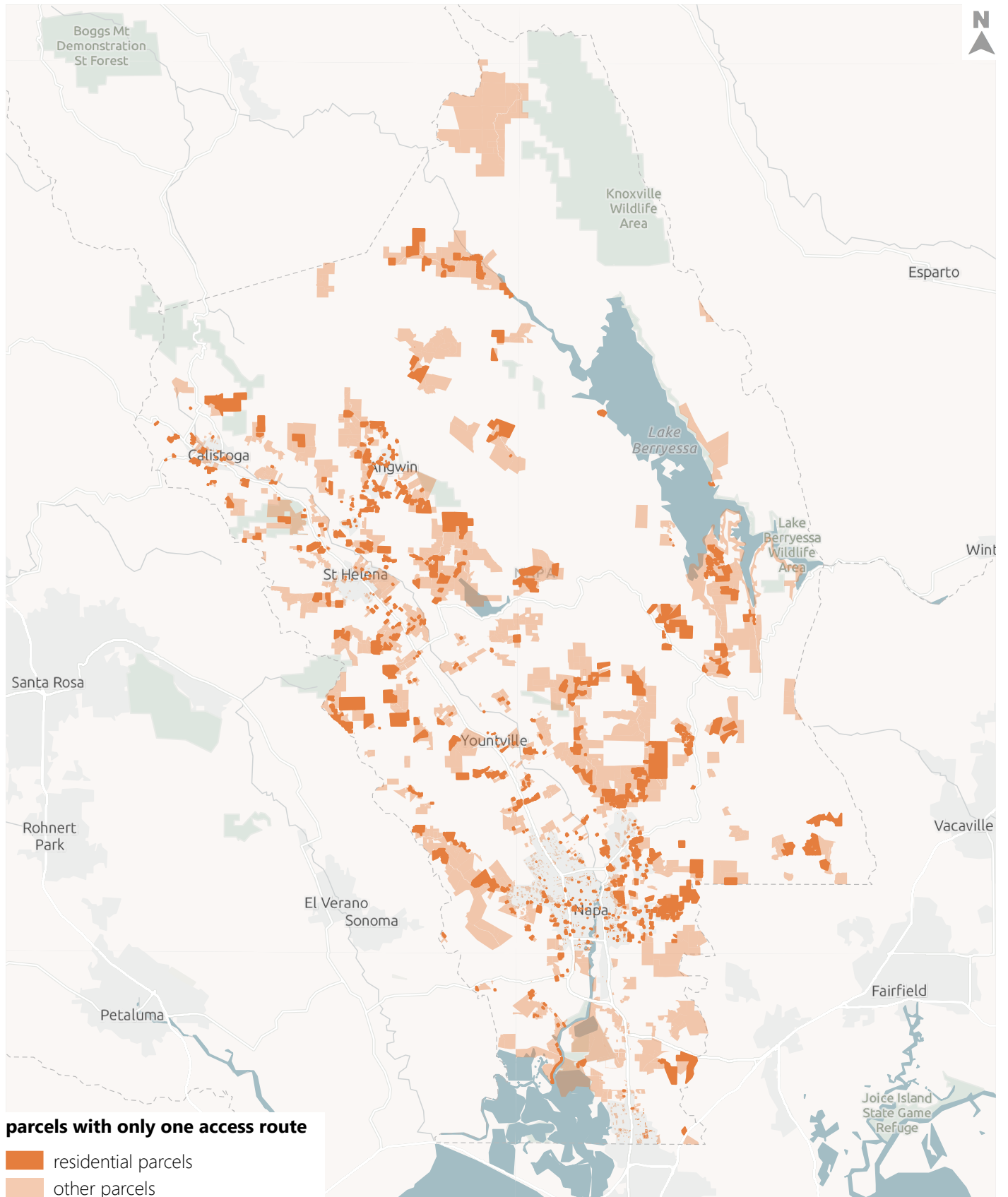


Figure 1C

SB 99 - Parcels With Only One Access Route

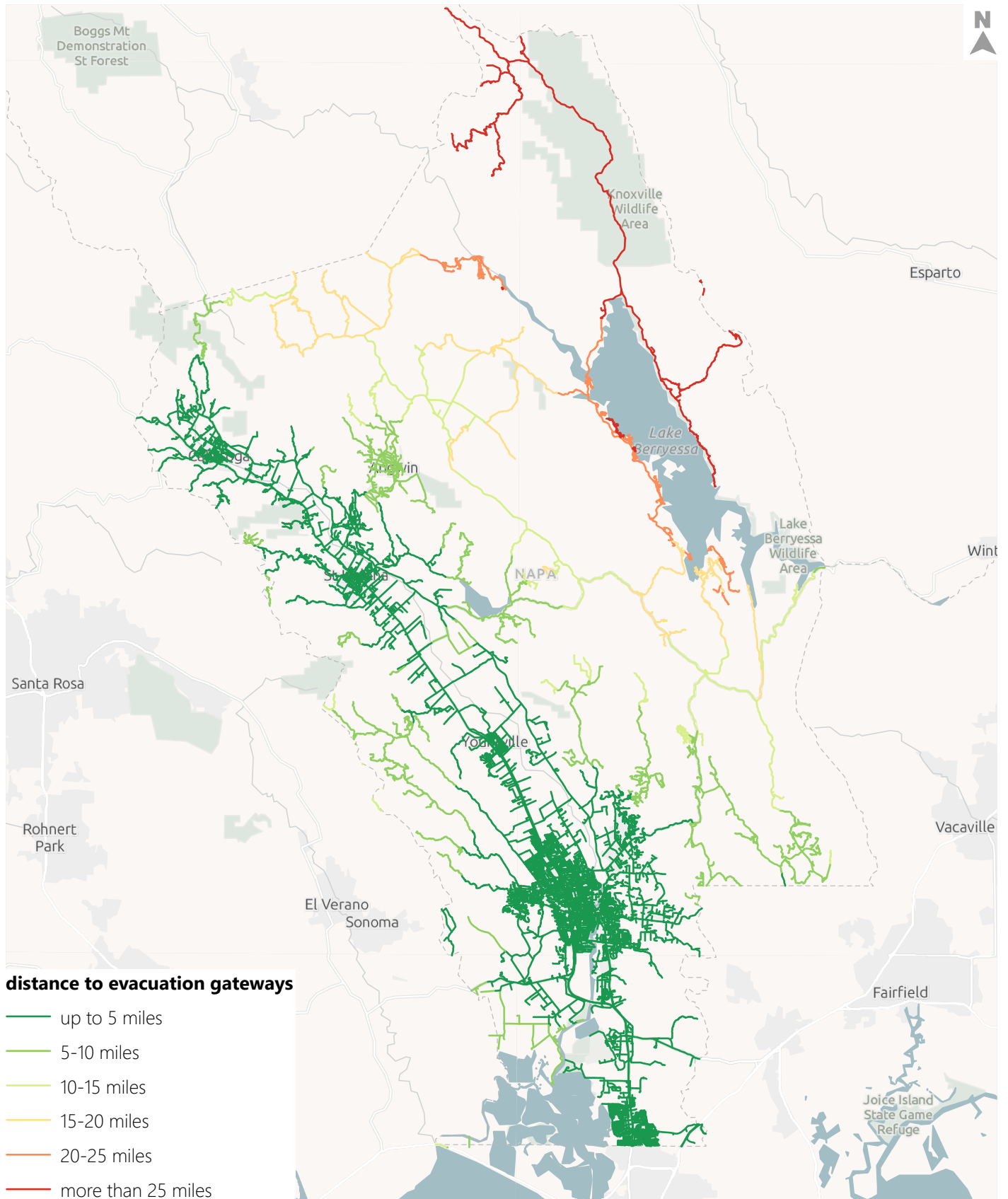


Figure 2A

SB 99 - Distances to Evacuation Gateways
(All Valley Floor Communities Safe)

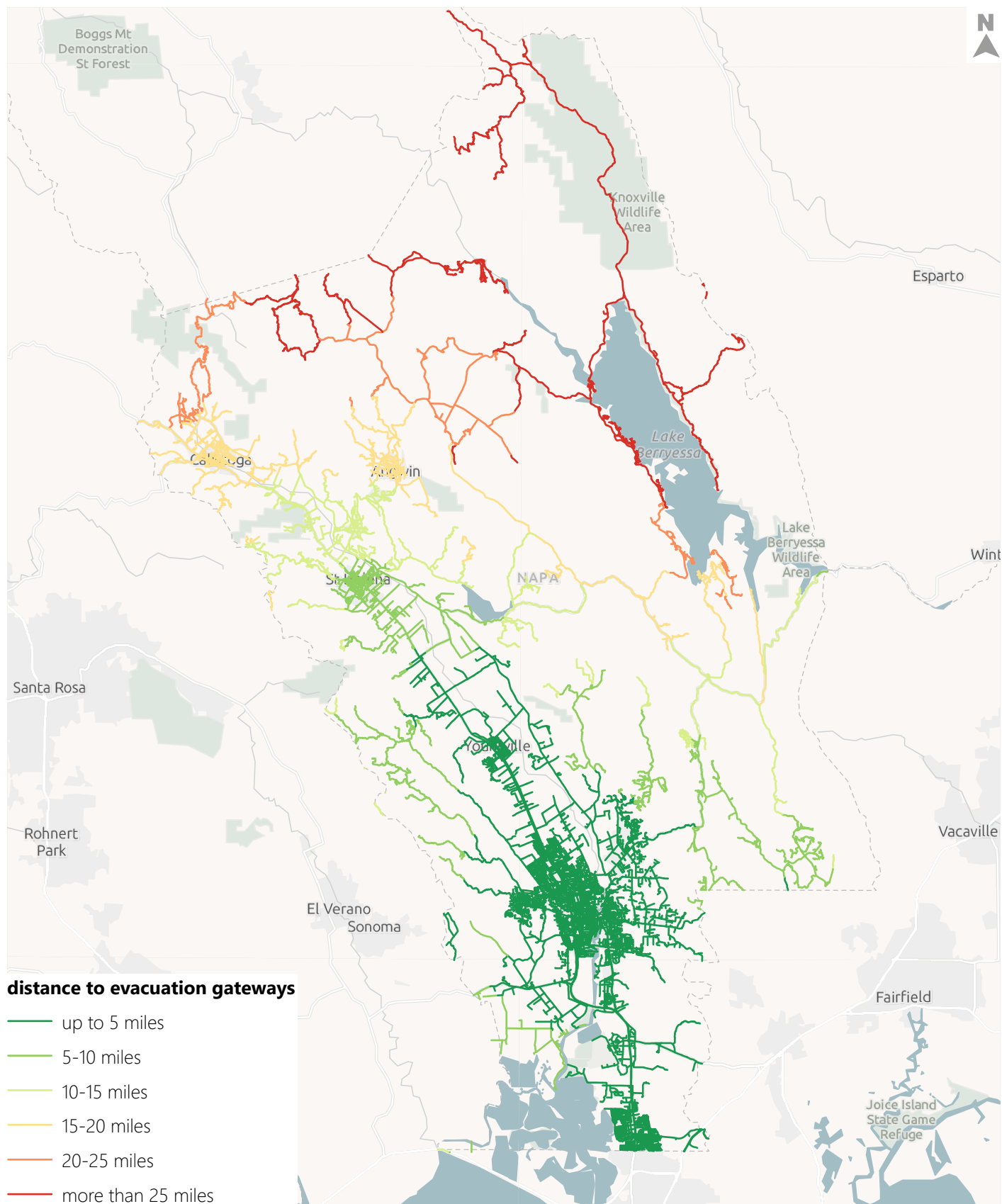


Figure 2B

SB 99 - Distances to Evacuation Gateways
(Calistoga and St. Helena Also Evacuating)



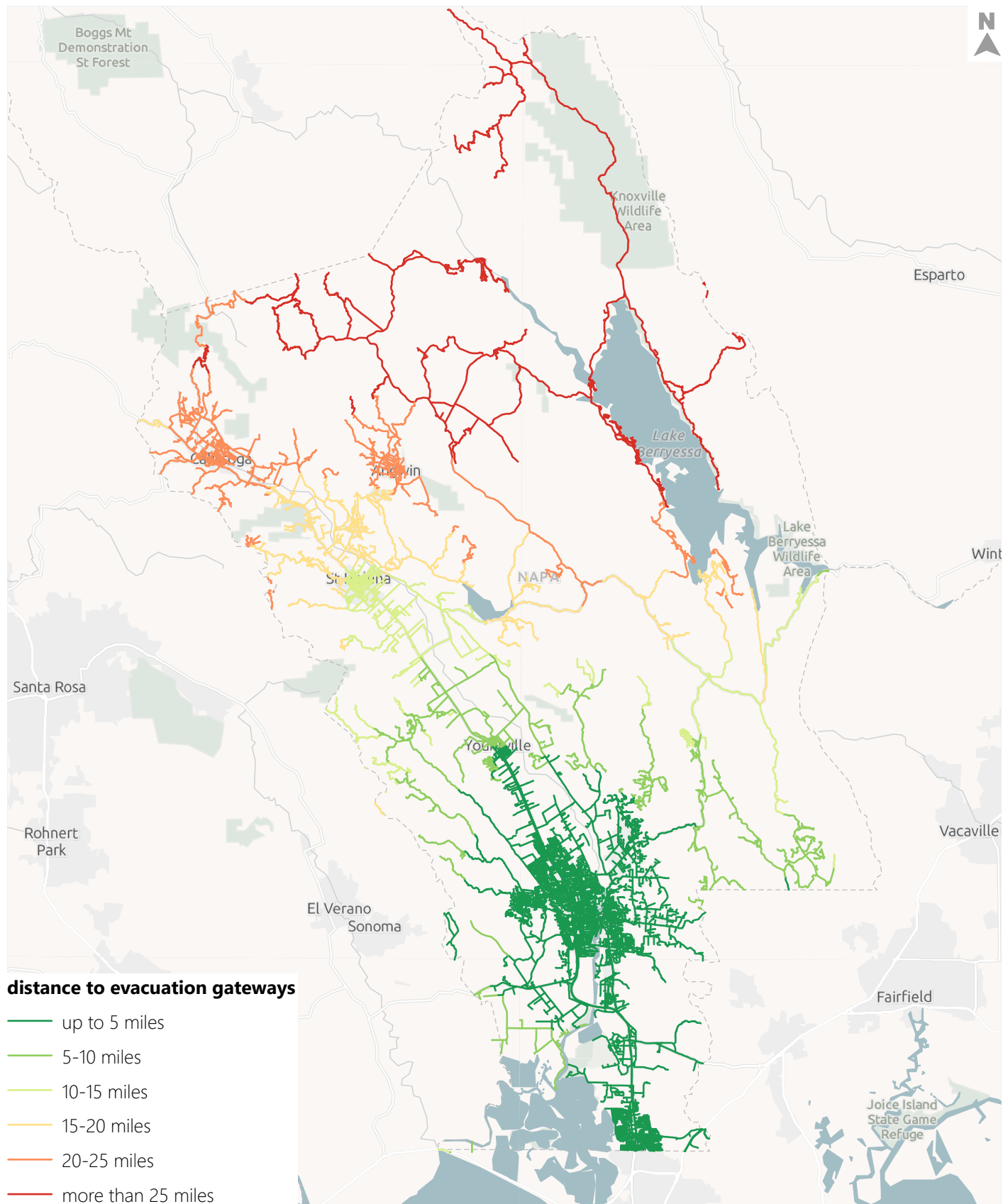


Figure 2C

SB 99 - Distances to Evacuation Gateways
(Calistoga, St. Helena, and Yountville Also Evacuating)



General Plan Safety Element Assessment

Board of Forestry and Fire Protection



Napa County

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Purpose and Background

Upon the next revision of the housing element on or after January 1, 2014, the safety element is required to be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas and land classified as very high fire hazard severity zones. (Gov. Code, § 65302, subd. (g)(3).)

The safety element is required to include:

- Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.
- Any historical data on wildfires available from local agencies or a reference to where the data can be found.
- Information about wildfire hazard areas that may be available from the United States Geological Survey.
- The general location and distribution of existing and planned uses of land in very high fire hazard severity zones (VHFHSZs) and in state responsibility areas (SRAs), including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.
- The local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services. (Gov. Code, § 65302, subd. (g)(3)(A).)

Based on that information, the safety element shall include goals, policies, and objectives that protect the community from the unreasonable risk of wildfire. (Gov. Code, § 65302, subd. (g)(3)(B).) To carry out those goals, policies, and objectives, feasible implementation measures shall be included in the safety element, which include but are not limited to:

- Avoiding or minimizing the wildfire hazards associated with new uses of land.
- Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in the SRA or VHFHSZ.
- Designing adequate infrastructure if a new development is located in the SRA or VHFHSZ, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.
- Working cooperatively with public agencies with responsibility for fire protection. (Gov. Code, § 65302, subd. (g)(3)(C).)

The safety element shall also attach or reference any fire safety plans or other documents adopted by the city or county that fulfill the goals and objectives or contains the information required above. (Gov. Code, § 65302, subd. (g)(3)(D).) This might include Local Hazard Mitigation Plans, Unit Fire Plans, Community Wildfire Protection Plans, or other plans.

There are several reference documents developed by state agencies to assist local jurisdictions in updating their safety elements to include wildfire safety. The Fire Hazard Planning, General Plan Technical Advice Series from the Governor's Office of Planning and Research (OPR), referenced in Government Code section 65302, subdivision (g)(3) and available at

1400 Tenth Street
Sacramento, CA 95814
Phone: (916) 322-2318

The Technical Advice Series is also available from the OPR website ([Technical Advice Series link](https://www.opr.ca.gov/docs/Final_6.26.15.pdf)).^{*} The Technical Advice Series provides policy guidance, information resources, and fire hazard planning examples from around California that shall be considered by local jurisdictions when reviewing the safety element of its general plan.

The Board of Forestry and Fire Protection (Board) utilizes this Safety Element Assessment in the Board's review of safety elements under Government Code section 65302.5. At least 90 days prior to the adoption or amendment of their safety element, counties that contain SRAs and cities or counties that contain VHFHSZs shall submit their safety element to the Board. (Gov. Code, § 65302.5, subd. (b).) The Board shall review the safety element and respond to the city or county with its findings regarding the uses of land and policies in SRAs or VHFHSZs that will protect life, property, and natural resources from

unreasonable risks associated with wildfires, and the methods and strategies for wildfire risk reduction and prevention within SRAs or VHFHSZs. (Gov. Code, § 65302.5, subd. (b)(3).)

The CAL FIRE Land Use Planning team provides expert fire protection assistance to local jurisdictions statewide. Fire captains are available to work with cities and counties to revise their safety elements and enhance their strategic fire protection planning.

Methodology for Review and Recommendations

Utilizing staff from the CAL FIRE Land Use Planning team, the Board has established a standardized method to review the safety element of general plans. The methodology includes

- 1) reviewing the safety element for the requirements in Government Code section 65302, subdivision (g)(3)(A),
- 2) examining the safety element for goals, policies, objectives, and implementation measures that mitigate the wildfire risk in the planning area (Gov. Code, § 65302, subd. (g)(3)(B) & (C)), and
- 3) making recommendations for methods and strategies that would reduce the risk of wildfires (Gov. Code, § 65302.5, subd. (b)(3)(B)).

The safety element will be evaluated against the attached Assessment, which contains questions to determine if a safety element meets the fire safety planning requirements outlined in Government Code, section 65302. The reviewer will answer whether or not a submitted safety element addresses the required information, and will recommend changes to the safety element that will reduce the wildfire risk in the planning area. These recommended changes may come from the list of sample goals, policies, objectives, and implementation measures that is included in this document after the Assessment, or may be based on the reviewer's knowledge of the jurisdiction in question and their specific wildfire risk. By answering the questions in the Assessment, the reviewer will determine if the jurisdiction's safety element has adequately addressed and mitigated their wildfire risk. If it hasn't, any specific recommendations from the reviewer will assist the jurisdiction in revising the safety element so that it does.

Once completed, the Assessment should provide clear guidance to a city or county regarding any areas of deficiency in the safety element as well as specific goals, policies, objectives, and implementation measures the Board recommends adopting in order to mitigate or reduce the wildfire threat in the planning area.

General Plan Safety Element Assessment

Jurisdiction: Napa County	Notes: Final Review	CAL FIRE Unit: LNU	Date Received: 12-30-22
County: Napa	LUPP Reviewer: Shane Vargas	UNIT CONTACT: Mike Marcucci	Date Reviewed: 1-7-23

BACKGROUND INFORMATION SUMMARY

The safety element must contain specific background information about fire hazards in each jurisdiction.

Instructions for this table: Indicate whether the safety element includes the specified information. If YES, indicate in the comments where that information can be found; if NO, provide recommendations to the jurisdiction regarding how best to include that information in their revised safety element.

Required Information	Yes or No	Comments and Recommendations
Are Fire Hazard Severity Zones Identified? <i>CAL FIRE or Locally Adopted Maps</i>	Yes	SE, Wildfire Hazard, p. 17, 2 nd paragraph & SE, Figure SAF-9, p. 19 See also: MJHP, 4.5.1.4, Fire Hazard Severity Zones, p. 4-36 thru 4-37
Is historical data on wildfires or a reference to where the data can be found, and information about wildfire hazard areas that may be available from the United States Geological Survey, included?	Yes	SE, Appendix A Table 2.11-1, p.92. Wildfire Events in Napa County 2000 – 2020 & SE Appendix A Figure 2.11-1, p.93. Napa County Large Fire Perimeters 2000 – 2020 See also: MJHMP, Vol 1 Figure 4-9, p.4-35. Historic Fire Occurrence Map (Fires Greater Than 1,000 Acres, 2000 – 2019).
Has the general location and distribution of existing and planned uses of land in very high fire hazard severity zones (VHFHSZs) and in state responsibility areas (SRAs), including structures, roads, utilities, and essential public facilities, been identified?	Yes	SE, Figure SAF-10, p. 20. Napa County Fire Hazard Severity Zones and General Plan Land Uses.
Have local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services, been identified?	Yes	SE, Policy SAF-2.28, p. 26 & SE, Policy SAF-6.3, p. 30 & SE, Action SAF-6.7a, p. 31 See also: MJHMP, Vol 1, p. 4-30 thru 4-31. Wildfire Protection Responsibility in California.
Are other fire protection plans, such as Community Wildfire Protection Plans, Local Hazard Mitigation Plans, CAL FIRE Unit or Contract County Fire Plans, referenced or incorporated into the Safety Element?	Yes	SE, Napa County Multi-Jurisdictional Hazard Mitigation Plan, p. 3 & SE, Policy SAF-6.1, p. 29-30 & SE, Appendix A, p. 100-101

Required Information	Yes or No	Comments and Recommendations
<u>Are residential developments in fire hazard areas that do not have at least two emergency evacuation routes identified?</u>	Yes	SE, Appendix B Figure 1A, p.15 & SE, Appendix B Figure 1B, p.16 & SE, Appendix B Figure 1C, p.17
<u>Have evacuation routes and their capacity, safety, and viability under a range of emergency scenarios been identified?</u>	Yes	SE, Policy SAF-1.11, p. 23 & SE, Appendix B Figure 2A, p.18 & SE, Appendix B Figure 2B, p.19 & SE, Appendix B Figure 2C, p.20

Is there any other information in the Safety Element regarding fire hazards in SRAs or VHFHSZs?

GOALS, POLICIES, OBJECTIVES, AND FEASIBLE IMPLEMENTATION MEASURES

The safety element must contain a set of goals, policies, and objectives based on the above information to protect the community from unreasonable risk of wildfire and implementation measures to accomplish those stated goals, policies, and objectives.

Instructions for this table: Critically examine the submitted safety element and determine if it is adequate to address the jurisdiction's unique fire hazard. Answer YES or NO appropriately for each question below. If the recommendation is irrelevant or unrelated to the jurisdiction's fire hazard, answer N/A. For NO, provide information in the Comments/Recommendations section to help the jurisdiction incorporate that change into their safety element revision. This information may utilize example recommendations from Sample Safety Element Recommendations and Fire Hazard Planning in Other Elements of the General Plan below, may indicate how high of a priority this recommendation is for a jurisdiction, or may include other jurisdiction-specific information or recommendations.

Section 1 Avoiding or minimizing the wildfire hazards associated with new uses of land

Questions	Yes or No	Comments and Recommendations
Does local ordinance require development standards that meet or exceed title 14, CCR, division 1.5, chapter 7, subchapter 2, articles 1-5 (commencing with section 1270) (SRA Fire Safe Regulations) and title 14, CCR, division 1.5, chapter 7, subchapter 3, article 3 (commencing with section 1299.01) (Fire Hazard Reduction Around Buildings and Structures Regulations) for SRAs and/or VHFHSZs?	Yes	SE, Policy SAF-6.2, p. 28 & SE, Action Item SAF-6.2a, p. 28
Are there goals and policies to avoid or minimize new residential development in VHFHSZs?	Yes	SE, Policy SAF-6.4, p. 30 & SE, Action Item SAF-6.4a, p. 30
Has fire safe design been incorporated into future development requirements?	Yes	SE, Policy SAF-6.8, p. 30
Are new essential public facilities located outside high fire risk areas, such as VHFHSZs, when feasible?	Yes	SE, Policy SAF-6.26, p. 32
Are there plans or actions identified to mitigate existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazard?	Yes	SE, Policy SAF-6.27, p. 32 & SE, Action Item SAF-6.27a, p. 33
Does the plan include policies to evaluate re-development after a large fire?	Yes	SE, Policy SAF-1.4, p. 23
Is fuel modification around homes and subdivisions required for new development in SRAs or VHFHSZs?	Yes	SE, Policy SAF-6.8, p. 30
Are fire protection plans required for new development in VHFHSZs?	Yes	SE, Policy SAF-6.8, p. 30
Does the plan address long term maintenance of fire hazard reduction projects, including community fire breaks and private road and public road clearance?	Yes	SE, Policy SAF-6.8, p. 30 & SE, Policy SAF-6.9, p. 3

Questions	Yes or No	Comments and Recommendations
Is there adequate access (ingress, egress) to new development in VHFHSZs?	Yes	SE, Policy SAF-6.8, p. 30
Are minimum standards for evacuation of residential areas in VHFHSZs defined?	Yes	SE, Policy SAF-2.10, p. 24 & SE, Action Item- 2.10a, p. 24
If areas exist with inadequate access/evacuation routes, are they identified? Are mitigation measures or improvement plans identified?	Yes	SE, Policy SAF-2.10, p. 24 & SE, Action Item- 2.10a, p. 24 & SE, Action SAF-2.10b, p. 24 & SE, Appendix B Figure 1A-AC, p.15-17
Are there policies or programs promoting public outreach about defensible space or evacuation routes? Are there specific plans to reach at-risk populations?	Yes	SE, Policy SAF-6.15, p. 32 & SE, Policies SAF-2.11 through 2.15, p. 25-26
Does the plan identify future water supply for fire suppression needs?	Yes	SE, Policy SAF-6.3, p. 30
Does new development have adequate fire protection?	Yes	SE, Policy SAF-6.8, p. 31

Section 2 Develop adequate infrastructure if a new development is located in SRAs or VHFHSZs.

Does the plan identify adequate infrastructure for new development related to:	Yes or No	Comments and Recommendations
Water supply and fire flow?	Yes	SE, Policy SAF-6.3, p. 30 & SE, Policy SAF-6.8, p. 31
Location of anticipated water supply?	Yes	SE, Policy SAF-6.8, p. 31
Maintenance and long-term integrity of water supplies?	Yes	SE, Policy SAF-6.8, p. 31
Evacuation and emergency vehicle access?	Yes	SE, Policy SAF-6.8, p. 31
Fuel modification and defensible space?	Yes	SE, Policy SAF-6.8, p. 31
Vegetation clearance maintenance on public and private roads?	Yes	SE, Policy SAF-6.8, p. 31 & SE, Policy SAF- 6.20, p. 32
Visible home and street addressing and signage?	Yes	SE, Policy SAF-6.22, p. 32
Community fire breaks? Is there a discussion of how those fire breaks will be maintained?	Yes	SE, Policy SAF-6.10, p. 31 See also: MJHMP, Vol 1 Policy ROS-10 (Trails), p.4-33.

Section 3 Working cooperatively with public agencies responsible for fire protection.

Question	Yes or No	Comments and Recommendations
Is there a map or description of existing emergency service facilities and areas lacking service, specifically noting any areas in SRAs or VHFHSZs?	Yes	SE, Figure SAF-10, p. 21, Napa County Fire Hazard Severity Zones, General Plan Land Uses and Vulnerable Infrastructure & SE, Appendix A Figure 2.11-2, p. 97, Napa County Vulnerable Development in Fire Hazard Severity Zones
Does the plan include an assessment and projection of future emergency service needs?	Yes	SE, Policy SAF 1.9, p. 23
Are goals or standards for emergency services training described?	Yes	SE, Policy SAF-1.1, p. 22 & SE, Action Item SAF-1.1b, p. 22
Does the plan outline inter-agency preparedness coordination and mutual aid multi-agency agreements?	Yes	SE, Wildfire Hazard, 2 nd paragraph, p. 17 & SE, Policy SAF-1.1, p. 22 & SE, Policy SAF-1.5, p. 23

Sample Safety Element Recommendations

These are examples of specific policies, objectives, or implementation measures that may be used to meet the intent of Government Code sections 65302, subdivision (g)(3) and 65302.5, subdivision (b). Safety element reviewers may make recommendations that are not included here.

A. MAPS, PLANS AND HISTORICAL INFORMATION

1. Include or reference CAL FIRE Fire Hazard Severity Zone maps or locally adopted wildfire hazard zones.
2. Include or reference the location of historical information on wildfires in the planning area.
3. Include a map or description of the location of existing and planned land uses in SRAs and VHFHSZs, particularly habitable structures, roads, utilities, and essential public facilities.
4. Identify or reference a fire plan that is relevant to the geographic scope of the general plan, including the Unit/Contract County Fire Plan, Local Hazard Mitigation Plan, and any applicable Community Wildfire Protection Plans.
5. Align the goals, policies, objectives, and implementation measures for fire hazard mitigation in the safety element with those in existing fire plans, or make plans to update fire plans to match the safety element.
6. Create a fire plan for the planning area.

B. LAND USE

1. Develop fire safe development codes to use as standards for fire protection for new development in SRAs or VHFHSZs that meet or exceed the statewide minimums in the SRA Fire Safe Regulations.
2. Adopt and have certified by the Board of Forestry and Fire Protection local ordinances which meet or exceed the minimum statewide standards in the SRA Fire Safe Regulations.
3. Identify existing development that do not meet or exceed the SRA Fire Safe Regulations or certified local ordinances.
4. Develop mitigation measures for existing development that does not meet or exceed the SRA Fire Safe Regulations or certified local ordinances or identify a policy to do so.

C. FUEL MODIFICATION

1. Develop a policy to communicate vegetation clearance requirements to seasonal, absent, or vacation rental owners.
2. Identify a policy for the ongoing maintenance of vegetation clearance on public and private roads.
3. Include fuel breaks in the layout/siting of subdivisions.
4. Identify a policy for the ongoing maintenance of existing or proposed fuel breaks.
5. Identify and/or map existing development that does not conform to current state and/or locally adopted fire safety standards for access, water supply and fire flow, signing, and vegetation clearance in SRAs or VHFHSZs.
6. Identify plans and actions for existing non-conforming development to be improved or mitigated to meet current state and/or locally adopted fire safety standards for access, water supply and fire flow, signing, and vegetation clearance.

D. ACCESS

1. Develop a policy that approval of parcel maps and tentative maps in SRAs or VHFHSZs is conditional based on meeting the SRA Fire Safe Regulations and the Fire Hazard Reduction Around Buildings and Structures Regulations, particularly those regarding road standards for ingress, egress, and fire equipment access. (See Gov. Code, § 66474.02.)
2. Develop a policy that development will be prioritized in areas with an adequate road network and associated infrastructure.
3. Identify multi-family housing, group homes, or other community housing in SRAs or VHFHSZs and develop a policy to create evacuation or shelter in place plans.
4. Include a policy to develop pre-plans for fire risk areas that address civilian evacuation and to effectively communicate those plans.
5. Identify road networks in SRAs or VHFHSZs that do not meet title 14, CCR, division 1.5, chapter 7, subchapter 2, articles 2 and 3 (commencing with section 1273.00) or certified local ordinance and develop a policy to examine possible mitigations.

E. FIRE PROTECTION

1. Develop a policy that development will be prioritized in areas with adequate water supply infrastructure.
2. Plan for the ongoing maintenance and long-term integrity of planned and existing water supply infrastructure.
3. Map existing emergency service facilities and note any areas lacking service, especially in SRAs or VHFHSZs.
4. Project future emergency service needs for the planned land uses.
5. Include information about emergency service trainings or standards and plans to meet or maintain them.
6. Include information about inter-agency preparedness coordination or mutual aid agreements.

Fire Hazard Planning in Other Elements of the General Plan

When updating the General Plan, here are some ways to incorporate fire hazard planning into other elements. Wildfire safety is best accomplished by holistic, strategic fire planning that takes advantage of opportunities to align priorities and implementation measures within and across plans.

LAND USE ELEMENT

Goals and policies include mitigation of fire hazard for future development or limit development in very high fire hazard severity zones.

Disclose wildland urban-interface hazards, including fire hazard severity zones, and/or other vulnerable areas as determined by CAL FIRE or local fire agency.

Design and locate new development to provide adequate infrastructure for the safe ingress of emergency response vehicles and simultaneously allow citizen egress during emergencies.

Describe or map any Firewise Communities or other fire safe communities as determined by the National Fire Protection Association, Fire Safe Council, or other organization.

HOUSING ELEMENT

Incorporation of current fire safe building codes.

Identify and mitigate substandard fire safe housing and neighborhoods relative to fire hazard severity zones.

Consider diverse occupancies and their effects on wildfire protection (group housing, seasonal populations, transit-dependent, etc).

OPEN SPACE AND CONSERVATION ELEMENTS

Identify critical natural resource values relative to fire hazard severity zones.

Include resource management activities to enhance protection of open space and natural resource values.

Integrate open space into fire safety planning and effectiveness.

Mitigation for unique pest, disease and other forest health issues leading to hazardous situations.

CIRCULATION ELEMENT

Provide adequate access to very high fire hazard severity zones.

Develop standards for evacuation of residential areas in very high fire hazard severity zones.

Incorporate a policy that provides for a fuel reduction maintenance program along roadways.



A Tradition of Stewardship
A Commitment to Service

Napa County Board of Supervisors

Final Draft Safety Element Update

May 2, 2023



Napa County Board of Supervisors

Agenda

1. Purpose of today's hearing and staff's recommended action
2. Contents of the Safety Element Update
3. Timeline of events in the update
4. Response to comments



A Tradition of Stewardship
A Commitment to Service

Napa County Board of Supervisors

Staff Recommendation

That the Board of Supervisors:

Hold a public hearing and adopt a resolution (Attachment A) replacing the 2009 Safety Element of the General Plan with the 2023 Safety Element Update.

As a reminder: the CEQA document (EIR) which analyzed this amendment was certified by the Board on January 24, 2023.

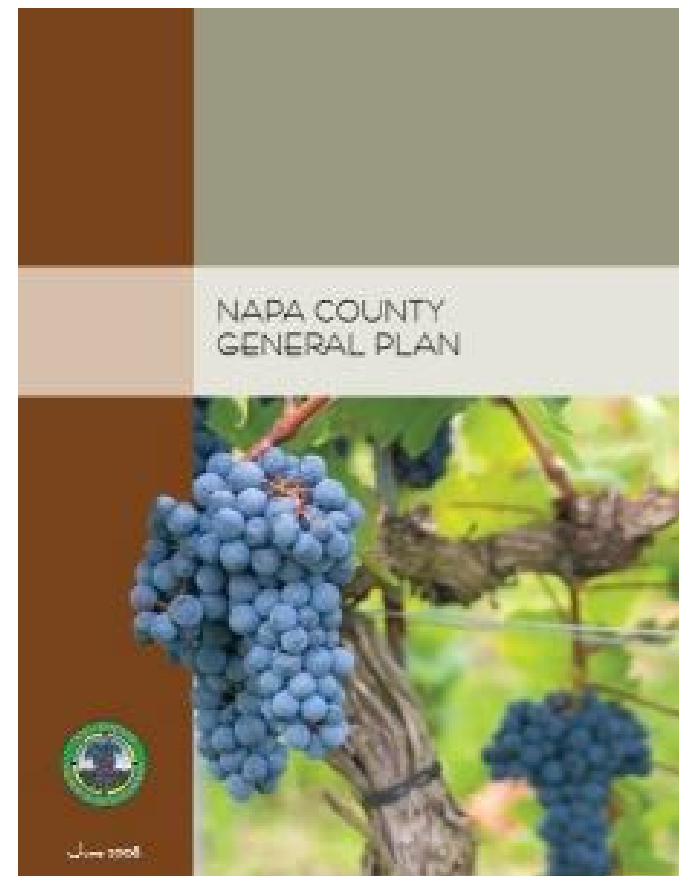


A Tradition of Stewardship
A Commitment to Service

Napa County Board of Supervisors

Overview of Safety Element Update

- The Safety Element is a chapter of the County's General Plan that identifies public safety issues and needs anticipated to be of ongoing concern to people in Napa County.
- The purpose of the Safety Element Update is to ensure that the County takes action to reduce natural and man-made hazards and safety threats as well as respond quickly to any public safety incident.





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A Commitment to Service

Napa County Board of Supervisors

Overview of Safety Element Update

The safety element must, per State law, provide for the protection of the community from any unreasonable risks associated with the effects of:





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Overview of Safety Element Update

A Safety Element:

- Is required under Govt. Code Section 65302(g)(3)
- Must be updated upon each new Housing Element Update
- Addresses newly adopted requirements related to hazards (climate adaptation, fire, flooding, etc.)
- Requires a climate vulnerability assessment (SB 379)
- Provides scenarios and planning for emergency evacuation (SB 99, AB 747)
- Includes goals, policies, and actions to address each hazard and increase the community's resilience to climate impacts



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Overview of Safety Element Update – 2009 Safety Element Topics

- Seismic Hazards
- Fire
- Flooding
- Landslides
- Manmade Hazards
- Terrorism And Other Threats

SAFETY



Main Street in Napa, 1940. Flooding has long been a concern in the Napa Valley—major floods occurred in 1942, 1943, 1955, 1962, 1963, 1965, 1967, 1973, 1978, 1982, 1986, 1995, 1997, 1998, and 2006.



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Overview of Safety Element Update – Topics

- Agricultural Disaster (**new**)
- Climate Change & Adaptation (**new**)
- Dam Failure
- Drought (**new**)
- Emergency Preparedness & Evacuation Planning (**new**)
- Flooding
- Geologic and Seismic Hazards
- Hazardous Materials
- Pandemic Disease (**new**)
- Severe Weather (**new**)
- Slope Failure
- Wildfire Hazard



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Goals and Policy Topics

The Safety Element contains 9 goals and associated policies to address the following topics:





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Key Revisions/Amendments

- New sections were added to Safety Element to address the following topics:
 - Agricultural disaster
 - Climate change
 - Drought
 - Pandemic disease
 - Severe weather
 - Emergency preparedness and evacuation planning
- Each new topic included existing conditions, goals and policies.
- All other topics were updated to reflect new data, State requirements, stakeholder/public input and best practices.

Public Review Draft

NAPA COUNTY GENERAL PLAN Safety Element Update

Prepared for
Napa County

June 2022





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Napa County Board of Supervisors

Timeline:

- February 2022 – September 2022: Stakeholder participation
- September 21, 2022 – November 13, 2022: Public Review period of the Draft Safety Element Update.
- November 16, 2022: Planning Commission Study Session on the Draft Safety Element Update.
- November 17, 2022 – December 30, 2022: Revisions made to the Draft.
- January 17, 2023: Board of Forestry Resource Protection Committee hearing on the Draft Safety Element Update.
- April 19, 2023: Planning Commission holds a public hearing on the Final Draft recommends the Board adopt the 2023 Safety Element Update.



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Community & Stakeholder Comments Received

- **California Geological Survey (CGS) of the Department of Conservation**
 - Included recommendations related to liquefactions and landslide, and tsunami hazards.
- **Public Comments**
 - Included recommendations related to the County MJHMP, Wildland urban interface (WUI) areas, fire prevention, evacuation routes; and infrastructure improvements.
- **Planning Commission Comments**
 - Included questions and recommendations related to ingress/egress in new developments, agricultural threats, threats to drinking water and aircraft hazards
- **CAL FIRE General Plan Safety Element Assessment (checklist)**
 - Included recommendations for additional information, policy revisions, and implementation programs as they relate to mitigating wildfire risk and reducing the risk of wildfires.



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In response to comments received Staff...

- Reviewed policies in the draft for consistency.
- Sent the draft to the agricultural commissioner for review.
- Added a discussion on potential liquefaction and tsunamis as secondary hazards to earthquakes.
- Updated the definition of agriculture in the existing conditions report.
- Added requirements for specific language to differentiate standards according to location, especially in the Fire Hazard Severity Zones (FHSZ) and WUI areas.
- Added policies related to minimum standards for ingress and egress for hazard evacuation.
- Added a policy and action to prioritize capital improvements on evacuation or emergency access routes needing repair, maintenance, or replacement, especially in wildland urban interface areas.



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In response to Cal Fire and Board of Forestry review Staff...

- Updated fire hazard severity maps indicating the locations of essential public facilities.
- Added policies to avoid or minimize the wildfire hazards associated with new uses of land.
- Added policies to address the risk of fire for land classified as state responsibility areas and land classified as very high fire hazard severity zones.
- Edited policies to conform with specific statewide standards and regulations for fire and public safety.



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Thank you



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0510

TO: Board of Supervisors
FROM: Oscar Ortiz - Sheriff-Coroner
REPORT BY: Wendi Agans - Sheriff's Administrative Manager
SUBJECT: Sheriff's Office 2022 Annual Report

RECOMMENDATION

SET MATTER 9:00 AM - Annual Report

Sheriff to present the Napa County Sheriff's Office 2022 Annual Report.

EXECUTIVE SUMMARY

Sheriff to present the Napa County Sheriff's Office 2022 Annual Report.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. No action required

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: There is no environmental impact for this item.

BACKGROUND AND DISCUSSION

Sheriff to present the Napa County Sheriff's Office 2022 Annual Report.

The report highlights and summarizes key activities across the Sheriff's Office in 2022.



2022 ANNUAL REPORT

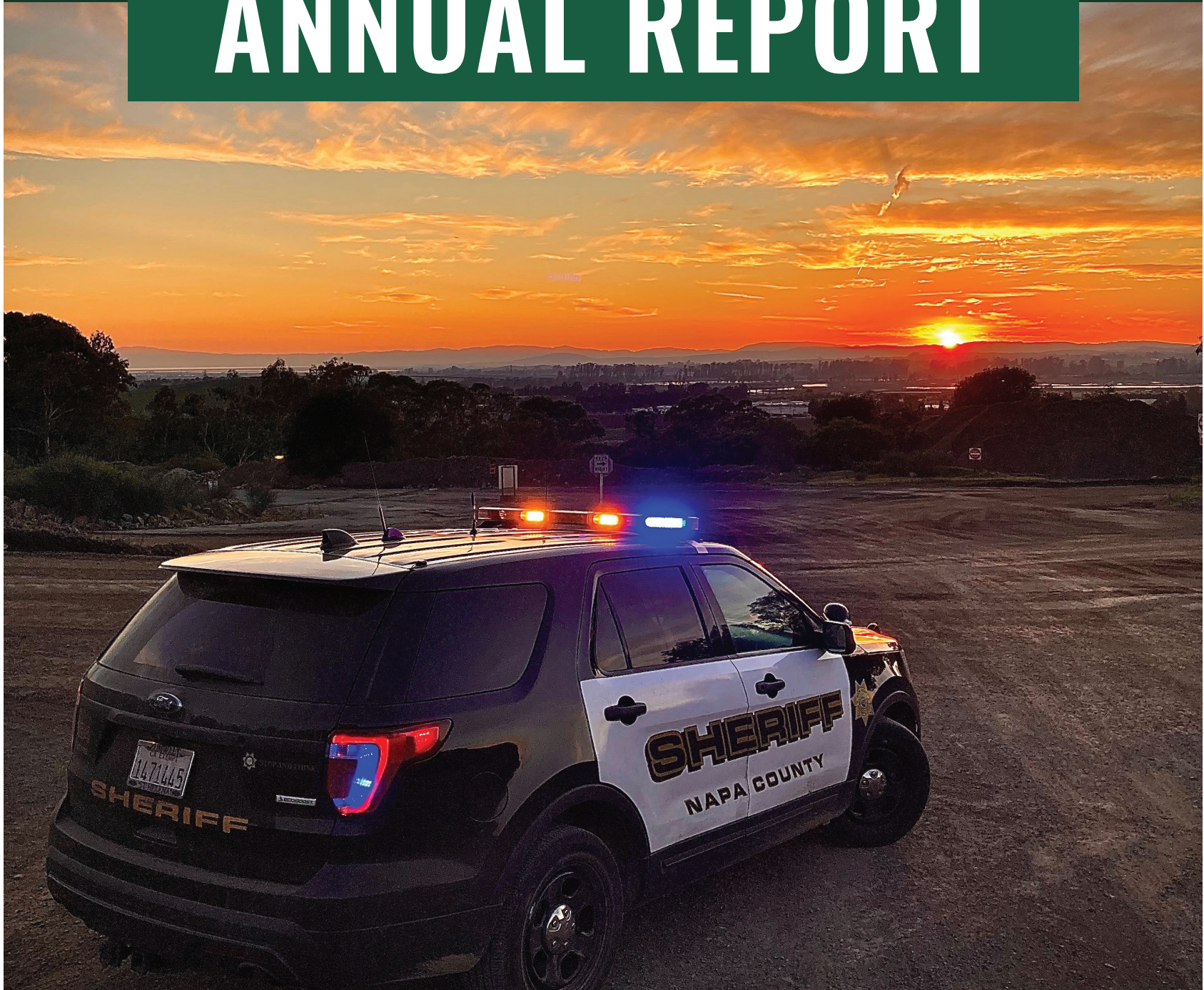




PHOTO FROM NO SHAVE NOVEMBER CAMPAIGN



IN THIS REPORT

1 *A Message from the Sheriff*

3 *Operations Division*

4 *Services Division*

5 *Significant Cases*

7 *Hiring, Recruitment, and Promotions*

9 *Dive and ROV Teams*

10 *Citizen's Academy*

11 *Statistics*

13 *Training Review & Statistics*

15 *American Canyon Police Department*

16 *Problem-Oriented Policing Program*

17 *Search & Rescue and Mounted Posse*

18 *Awards*

19 *Honor and Tribute*

20 *Mission Statement and Core Values*

A MESSAGE FROM THE SHERIFF



Napa County Sheriff Oscar Ortiz

It is my honor to present the 2022 Napa County Sheriff's Office Annual Report. Enclosed in this report you will find highlights that tell most, but not all, of the story of 2022.

Your Sheriff's Office is comprised of highly trained and well equipped deputy sheriffs, most of whom carry ancillary duties, such as Special Weapons and Tactics (SWAT), Drone team, Crisis Negotiations, Mobile Field Force, and others. This year's report highlights just a few of those teams, but know that all of the deputies, and everything they do, is equally important in keeping our community safe. We plan to rotate specialty teams for highlights in upcoming annual reports as we share our organization with you, OUR PARTNERS.

As you will see in pages 13 - 14, constant TRAINING is a priority in our organization. We train not only in BEST PRACTICES, we also strive to identify and train in NEXT practices as well. This is especially true today, as our agency is getting younger and the demands of the job become more challenging.

For all of 2022, we had newly hired recruits in one of the various academies in our Northern California region. Our recruitment efforts (page 7) have helped us keep up with retirements. However, we continue to hire for entry level positions and find police academies to enroll them in. The academy is only the beginning of a life long training journey.

The work performed by the men and women of the Sheriff's Office is one that you can take pride in. We had multiple examples of LIFE SAVING efforts (page 19) in 2022. We also had excellent examples of CRIME FIGHTING to include the arrest and conviction of a serial residential burglar who broke into several homes in the western hills of Napa County (page 5). A violation of ones personal home in the form of residential burglary is very traumatizing and life changing for those victims. Because of that, our deputies, detectives, and crime scene technicians take residential burglary cases very seriously. Our residents deserve nothing less.

Our nation and our state, is facing tough challenges with rising crime, Fentanyl, and divided relationships between law enforcement and communities. We know that Napa County has been, and continues to be, a safe place to live, work, and visit. With your support and partnership, we will continue to serve you this year as we take on these challenges and continue in our VISION to always demonstrate our COMMITMENT TO COMMUNITY.

Sheriff Oscar Ortiz





Operations

DIVISION



CAPTAIN MICHAEL BARTLETT

Budget = \$33,180,350

PATROL

Led by Lieutenant Jon Thompson

Unincorporated Napa County
Lake Berryessa
Town of Yountville
City of American Canyon

INVESTIGATIONS BUREAU

Led by Lieutenant Donald Maiden

NAPA SPECIAL INVESTIGATIONS BUREAU (NSIB)

Led by Lieutenant Ryan Woolworth

PROBLEM-ORIENTED POLICING PROGRAM (POPP)

Led by Sergeant Osvaldo Hernandez

ANIMAL SERVICES

Led by Sergeant David Quigley

SPECIAL ASSIGNMENTS

Dive Team
SWAT / Crisis Negotiation / Bomb Squad
Off-Road Enforcement
Peer Support Team

TEAM AUXILIARIES

Search and Rescue
Mounted Posse
Aero Squadron

OPERATIONS STATISTICS

SERVICE	2022	2021
Reports	1,743	1,756
Arrests	708	619
Misdemeanor Citations	122	116
Infraction Citations	68	122
Parking Citations	0	0
Accidents	3	0
DUI Reports	26	8
Vandalism Reports	68	72
Calls for Service	23,596	28,382

COMMON CALLS	2022	2021
911 Hang Up	4,853	6,633
Traffic Stop	1,643	1,653
Alarm Call	1,898	1,850
Animal Service Call	1,282	1,389
Patrol Check	1,181	3,007
Follow-Up Activity	760	910
Vehicle Check	447	544
Illegal Parking	20	55

CRIMES REPORTED	2022	2021
Homicide	0	0
Rape	19	22
Robbery	6	6
Assault	146	124
Burglary	80	67
Larceny / Theft	142	171
Stolen Vehicles	7	3
TOTAL CRIMES	401	393

Services

DIVISION



CAPTAIN BRIAN KENNER

Budget = \$11,916,905

CORONER'S BUREAU

Led by Sergeant Paul Kuhn

COURT SERVICES BUREAU

Led by Sergeant Cecil Brown

TRANSPORTATION BUREAU

Led by Senior Deputy Mark Warrington

TECHNICAL SERVICES BUREAU (RECORDS)

Led by Shontell Detwiler

ADMINISTRATIVE (TRAINING, HIRING, + RECRUITING)

Led by Lieutenant Kyle Eddleman

PROPERTY + EVIDENCE BUREAU

SPECIAL ASSIGNMENTS

Honor Guard
Sheriff's Activity League

CIVIL PROCESS STATISTICS

SERVICE	2022	2021
Eviction Posted	240	95
Eviction Completed	220	92
DV Restraining Order	114	123
Other Restraining Order	96	117
Earnings Withholding Order	132	114
Bank Levy	40	50
Other Services	323	370
TOTAL PROCESS SERVICES	1,237	961

CORONER'S BUREAU STATISTICS

DEATHS BY MODE	2022	2021
Natural	196	268
Sign Outs (Death Cert Only)	568	514
Accidental	45	78
Vehicle Accident	12	12
Homicide	1	5
Suicide	15	20
Undetermined	0	3
Autopsies	24	40
TOTAL DEATHS TO CORONER	886	900

SIGNIFICANT CASES

BURGLARY SERIES

On May 29, 2022 a burglary occurred in the western hills of Napa County. Several firearms were stolen from a residence. Four more burglaries occurred in the same general area over the next month. Detectives tracked down leads, but it was our Crime Lab which solved the case by lifting a partial print from one of the victim's residences. The suspect was located and arrested on July 1st. He was convicted to 14 years in state prison.

ASSAULT ON A PEACE OFFICER

In September 2021, we attempted to stop a suspect who was stealing catalytic converters from parked vehicles. The suspect evaded responding members of our department by violently ramming our patrol cars. A search of the crime scene revealed a hat that was left behind. In May 2022, a DNA match was made to the suspect who was in prison serving time for another violent crime. This case is still pending



SHOOTING ON HIGHWAY 29

In February 2022, a suspect randomly shot a commuting motorist in the head near the intersection of State Route 221 and Highway 29. The suspect continued into the City of Napa and carjacked a vehicle. Napa Police Department located the subject and arrested him. The Sheriff's Office conducted ballistic on the firearm and tied the suspect to the shooting in our jurisdiction. This case is still being prosecuted.

WINERY CASE

In August 2022, an email group of wineries was created to help share information and spot potential fraudulent wine purchases. In October, detectives were alerted to several of these purchases. With assistance of the Los Angeles Police Department, detectives recovered 30 cases of wine valued at \$52,000. Charges were filed on a suspect residing in Los Angeles County. This case is still being prosecuted.

SIGNIFICANT CASES

FIREARMS & DRUGS

Attention was brought to a convicted felon suspected of being in possession of firearms and narcotics for sale. After conducting an investigation, a search warrant was served at the suspect's residence. Detectives found four assault rifles, several pistols, high capacity magazines, and 3,000 rounds of ammunition were seized. A half pound of methamphetamine was also located during the search. This case is pending.



SELLING DRUGS TO TEENS

The NSIB was alerted to a subject selling synthetic marijuana to middle school and high school students. Through surveillance and help from the Napa Police Department, the subject was located and stopped in his vehicle. He was found with several hundred packages of synthetic marijuana and a loaded AR style rifle. The suspect was released on bond, but failed to appear. There is currently a warrant out for his arrest.



HUMAN TRAFFICKING

In January and October, the NSIB in coordination with several other agencies, participated in two operations: Operation Reclaim and Rebuild and Operation Trick-or-Treat. These combined efforts resulted in 14 arrests. In addition, several victims were rescued and connected to services.

HIRING, RECRUITMENT, & PROMOTIONS

The Sheriff's Office has been hard at work to keep our staffing levels stable in order to continue providing the highest level of service. This last year was a busy one as we celebrated several retirements and promotions, while we also lost several staff to injury or transfers to other agencies.

SWORN POSITIONS

- Hired – 13
- Promoted – 6
- Lost – 11

PROFESSIONAL STAFF

- Hired – 5
- Promoted – 2
- Lost – 3

Over 230 personnel started the hiring process for our sworn positions. Backgrounds are an intensive process that require an applicant to provide a personal history packet, in depth interviews, medical and psychological evaluations, and an interview with the Sheriff.



POST *Hiring Dimensions*

INTEGRITY
IMPULSE CONTROL & ATTENTION TO SAFETY
SUBSTANCE ABUSE & OTHER RISK TAKING BEHAVIORS
STRESS TOLERANCE
CONFRONTING & OVERCOMING PROBLEMS,
OBSTACLES, & ADVERSITY
CONSCIENTIOUSNESS
INTERPERSONAL SKILLS
DECISION MAKING & JUDGEMENT
LEARNING ABILITY
COMMUNICATION SKILLS



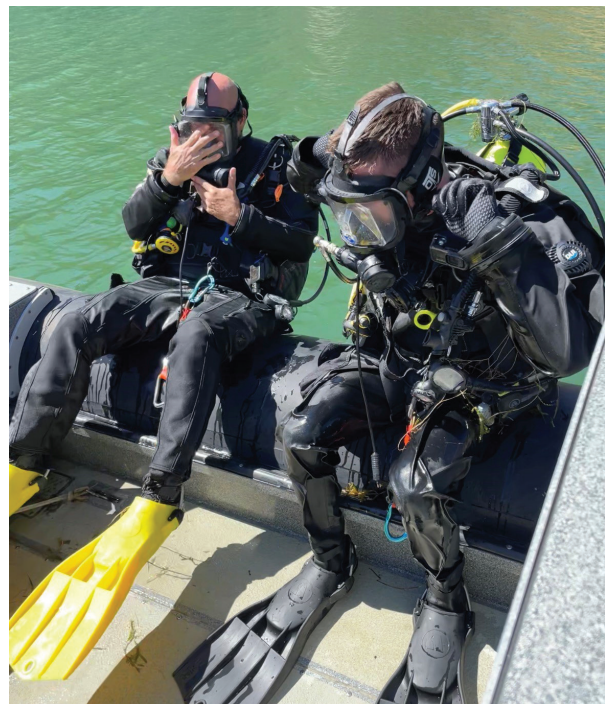
DIVE & ROV TEAMS

The Sheriff's Office Underwater Search and Recovery Team (Dive Team) includes a group of skilled members with the primary mission of recovering evidence or drowning victims in our waterways.

In May, we received a Remotely Operated Vehicle (ROV) which was immediately put to use at Lake Berryessa. This equipment was purchased through a grant from Homeland Security.

The ROV greatly improves our abilities to serve the community while conducting safe and expedient underwater recoveries.

In 2022, the ROV helped us make three successful recoveries of drowning victims. The use of the ROV reduces risk to our divers and aids the victim's families by giving them closure over the loss of their loved ones.



CITIZEN'S ACADEMY

The Citizens Academy is a great way to educate our general public.

The Citizens Academy has been around for over 20 years. Although we were unable to offer the Academy during the COVID-19 pandemic, once restrictions were lifted, we started it back up immediately.

During the Academy, participants attend 14 sessions. It is an interactive experience where participants meet the people who provide the services necessary to maintain a safe community.

Participants interact with many units within the Sheriff's Office, taking advantage of such opportunities as:

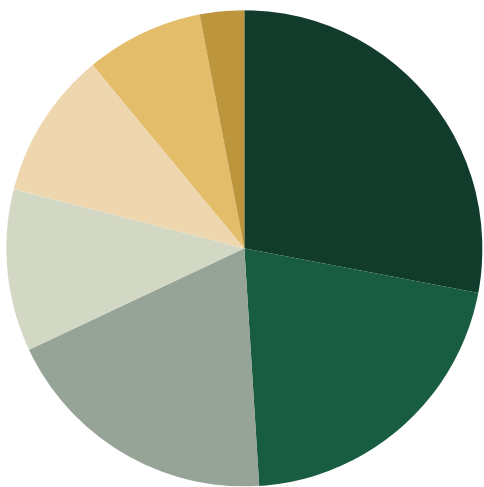
- An investigations case study
- A K9 meet-up
- Conduct fingerprinting
- Participate in a mock crime scene.

Participants receive instruction on how law enforcement equipment works and are educated on the laws and requirements for employment.



STATISTICS

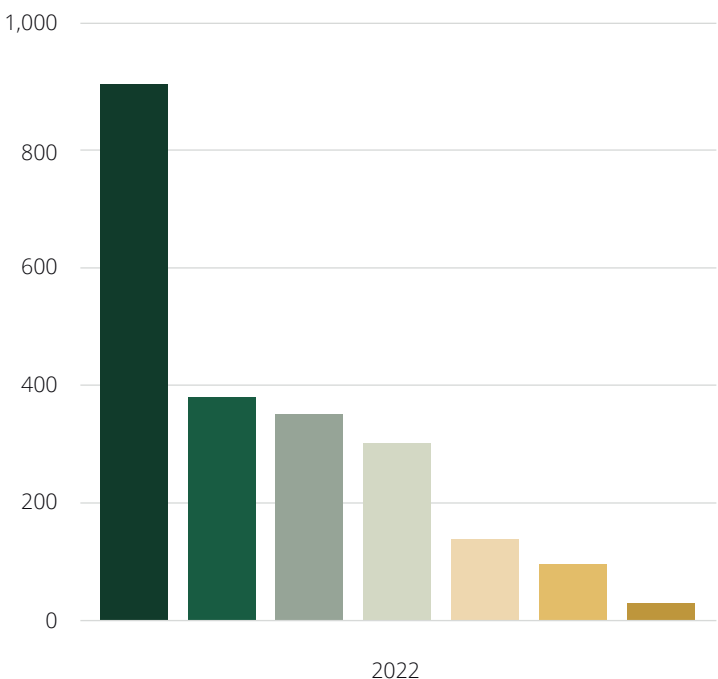
CIVIL PROCESS



TOTAL PROCESS SERVICES — 1,165

- Other Services — 323 or 27.7%
- Evictions Posted — 240 or 20.6%
- Evictions Completed — 220 or 18.9%
- Earnings Withholding Orders — 132 or 11.3%
- Domestic Violence Restraining Orders — 114 or 9.8%
- Other Restraining Orders — 96 or 8.2%
- Bank Levy — 40 or 3.4%

ANIMAL SERVICES



TOTAL INCIDENTS HANDLED — 4,059

- Dogs at Large — 899
- Confined Animals — 380
- Welfare Checks — 353
- Injured Animals — 297
- Animal Bites — 131
- Animal Cruelty Investigations — 98
- Vicious Animals — 32

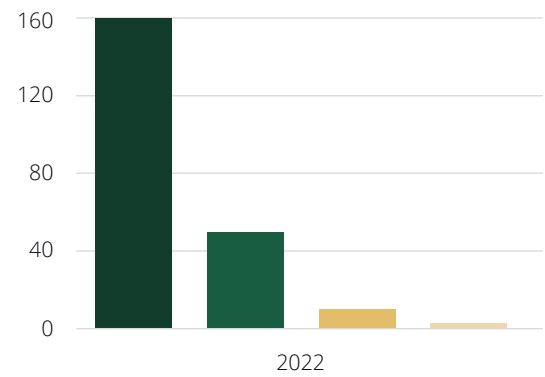
STATISTICS

K9 UNITS



TOTAL PATROL DEPLOYMENTS — 156

- Apprehensions — 77
- Peaceful Resolution — 68
- Resulted in Bites — 9
- Guns Removed from the Street — 2

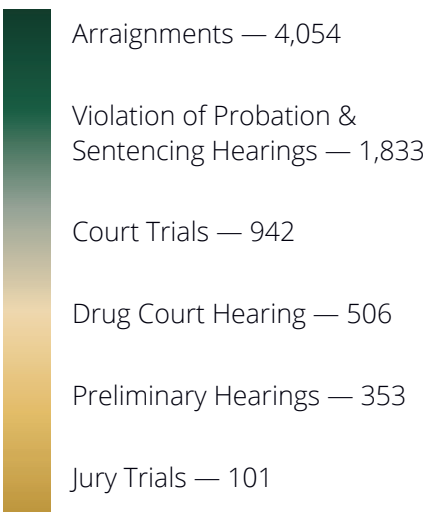


TOTAL NARCOTICS DEPLOYMENTS — 52

- Methamphetamine — 160 grams
- Fentanyl — 50 grams
- Heroin — 8.1 grams
- Cocaine — 1.4 grams

COURT SECURITY

TOTAL HEARINGS — 50,983



DRONES

TOTAL DEPLOYMENTS
80 EVENTS, 126 FLIGHTS, 24.1 HOURS



TRAINING

The Sheriff's Office takes training very seriously. It is the best investment of time and money to better serve our community.

There are two types of training that occur within the Sheriff's Office. Mandated training and specialized or elective training. We send our people all across the state, but also have inhouse instructors who are subject matter experts.

We also host trainings that are open to all other law enforcement agencies. This is not only a cost savings for the Sheriff's Office, but it also helps us build stronger relationships with other agencies. We hosted six training courses this year.

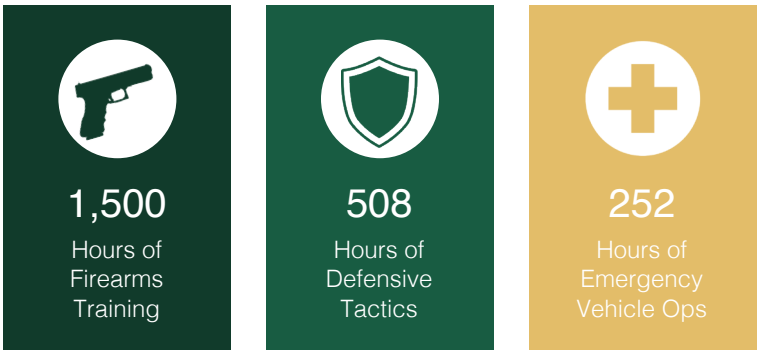
Mandated or legislative training is constant. We must keep up with new laws and ensure our deputies have the information they need to properly apply the law.

In 2022, training included 760 hours on Force Options Use of Force and De-escalation Training. Another 328 hours was used for POST Perishable Skills Training.



TRAINING STATS

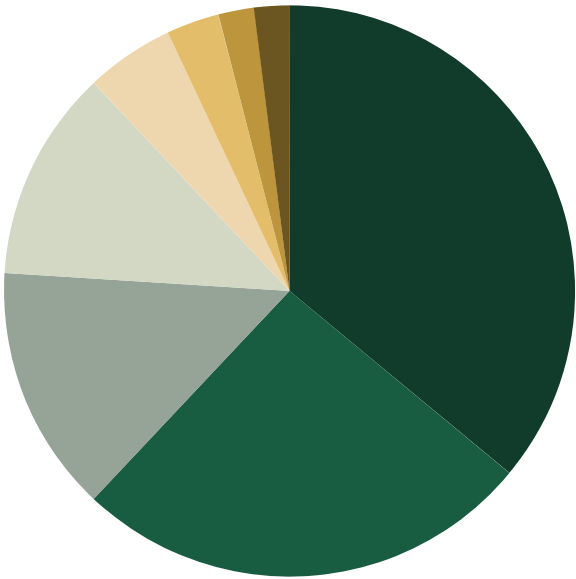
Our in house training with our subject matter experts is the foundation of our commitment to the community. In 2022, we conducted the following trainings.



USE OF FORCE AND DE-ESCALATION TRAINING

TOTAL PROCESS SERVICES — 1,165

- Take Down — 36%
- Body Control — 26%
- Pain Compliance — 14%
- K9 — 12%
- WRAP — 5%
- Personal Body Weapons — 3%
- O.C. Spray — 2%
- Taser — 2%



Less Lethal Shotgun, Pepperball, Impact Weapons, and 40mm each make up less than 1%

AMERICAN CANYON POLICE DEPARTMENT

In 1992, American Canyon incorporated and decided to increase the level of law enforcement services in order to have a more identifiable law enforcement presence in the City. The first contract with the Sheriff's Office was signed that same year.

The budget for the 2022/23 contract is \$7,681,635. American Canyon is approximately 19% of the Sheriff's Office total budget, but accounts for 50% of all calls for service as it has the highest population of service in the county. In addition to staff, the annual budget includes dispatch fees, projected overtime and court costs.

The American Canyon Police Department consists of:

- Chief
- Lieutenant
- Sergeants (4)
- Motors (2)
- School Resource Officers (2)
- Community Resource Officer
- K-9 officers (2)
- Records Technician
- Patrol Officers (12)



SUMMARY	2022	2021
Animal Service Calls	584	483
Arrests	517	482
Calls for Service	16,702	15,903
Car Seat Installations	15	7
Citations Issued - Local Roads	806	344
Citations Issued - Highway 29	360	70
Collisions - Local Roads	107	89
Collisions - Highway 29	63	70
Disabled Parking Citations	79	94
Driving with Cell Phone	10	60
DUI Arrests	63	74
Misdemeanor Citations	344	242
Open Container Alcohol	2	2
Parking Citations	349	414
Reports	1,814	1,671
Stop Sign Violations	258	109

American Canyon's 2022 clearance rate for violent crimes is 76% and property crimes is 43%.

CRIMES REPORTED	2022	2021
Assault	147	136
Burglary	29	37
Homicide	0	0
Larceny / Theft	290	280
Rape	7	3
Robbery	16	10
Stolen Vehicles	70	57

PROBLEM ORIENTED POLICING PROGRAM

The Problem Oriented Policing Program, also known as the POPP unit, exists to address quality of life issues throughout the county. They use directed patrol and technology to address illegal dumping, trespassing, and other crimes.

POPP works closely with other agencies to handle code enforcement issues, Drug Endangered Children (DEC) cases, and Homeless Outreach.

This unit is also responsible for outreach and education. POPP conducts Hunter Education courses, Active Shooter Presentations, attends Town Hall meetings, and other community events.

In 2022, the POPP unit managed the following:

- Active Shooter Presentations — 14
- DEC Cases — 5
- Hunter Education Classes — 2
- Community Events — 31



SEARCH + RESCUE AND MOUNTED POSSE

SEARCH & RESCUE

Our volunteer teams are crucial to the success of our Office. The selfless actions of these team members have saved many lives. Search and Rescue (SAR) was formed in 1992. It provides services to all areas within Napa County and the surrounding Bay Area. SAR is comprised of 31 volunteers with Deputy Sheriff liaisons and are available 365 days a year, 24 hours a day, 7 days a week. Our SAR Team accomplished the following in 2022:

- 4,454 hours of training
- 779 total mission hours
- 2 callouts within Napa County
- 13 Mutual aid callouts



MOUNTED POSSE

The Mounted Posse was established in 1949 and is the oldest working posse in the State of California. Historically, the posse's primary function was to assist at public events. However, their role is currently expanding to be a mounted asset to the Search and Rescue team.

The posse participated in 6 public events in 2022. There are 15 members including 13 of whom are mounted.



AWARDS

On September 11, 2022 Deputies Kevin Walsh, Derek Amaral, Sinjin Romero, Michael Hudson, and Sergeant Tijero responded to a call for help for two California Highway Patrol Officers who had been struck and severely injured on I-80. Their quick response, medical aid, and control of the scene was honored by Sheriff Ortiz by awarding them the Sheriff's Citation.

On April 16, 2022, a domestic disturbance occurred in American Canyon. Sergeant Jose Tijero led his patrol team to the call as it was upgraded to a barricaded armed subject with potential hostages inside the home. Sergeant Tijero was able to contact the armed subject via telephone and negotiated with the subject for several hours. His leadership and skill allowed for a peaceful resolution as the subject surrendered without further incident. Sergeant Tijero was awarded the the Sheriff's Citation for his actions.

On April 18, 2022, two senior citizens were robbed at gunpoint in American Canyon. Evidence Specialist Jacqueline Shikowitz responded to the area where the suspect's car was found after the robbery. Through a difficult process, she was able to lift a fingerprint from the suspect vehicle that eventually led to an arrest. Shikowitz was honored by Sheriff Ortiz and received the Sheriff's Citation.

On June 17, 2022, Deputies Brian Ringo and Joseph Schiavoni were working a boat detail at Lake Berryessa. They received a call of a victim with a serious propeller cut. The location was unknown and further information stated the victim was pregnant. Through quick decision making, they narrowed down the location of the victim, applied lifesaving medical aid, and transported the her to a waiting helicopter. Their actions undoubtedly saved the life of the victim and the unborn child. Sheriff Ortiz recognized their amazing response by presenting them with the Sheriff's Office Life Saving Medal.

On August 14, 2022, Deputy James Hartley and his partner were working a boat detail at Lake Berryessa. They observed two people jump from a boat and become separated from the vessel. Deputy Hartley noticed one of the swimmers go below the water and not return to the surface. He piloted his boat to the last known location, then dove into the water. He swam 10 feet below the surface and found the lifeless victim. After pulling the victim to the surface, CPR was started and the victim was revived. For this selfless act, Sheriff Ortiz award the Sheriff' Office Life Saving Medal to Deputy Hartley.

On December 12, Sergeant Osvaldo Hernandez and Deputy Marcus Solis responded to Maxwell Bridge after hearing a broadcast about someone jumping from the top. Sergeant Hernandez saw a moored canoe in the river and without hesitation, he and Deputy Solis rowed the canoe to the last known location of the victim. They found the victim, pulled her into the canoe, and started CPR. After 10 minutes of CPR, the victim regained a pulse and was transported to the hospital. The victim later met with Sergeant Hernandez and Deputy Solis to thank them for saving her life. Sheriff Ortiz witnessed the event and later awarded both the Sheriff's Office Life Saving Medal.

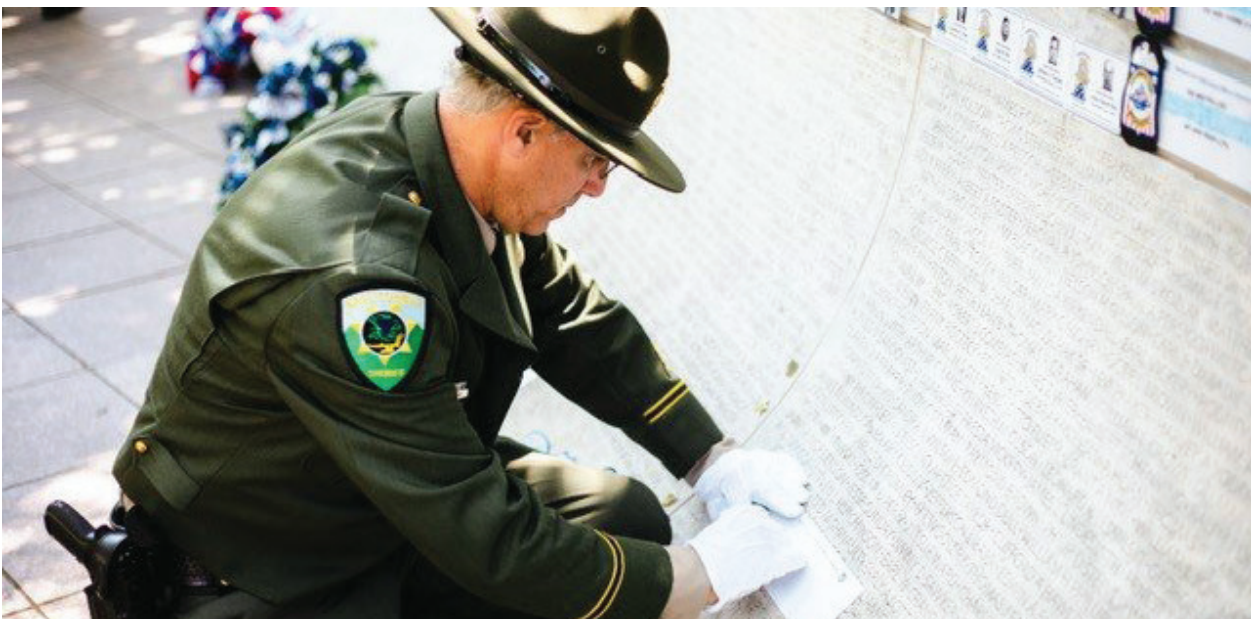


HONOR & TRIBUTE

We take a moment to honor our fallen from 2022, which includes 237 in the line of duty deaths nationwide and 12 in the line of duty deaths in California.

Our Honor Guard attends our fallen brother's and sister's memorials so they are not forgotten. In 2022, members of our Honor Guard also attended the National Law Enforcement Memorial during Police Week in Washington DC.

We will never forget the sacrifice these people made for our way of life.





OUR *Mission*

The Napa County Sheriff's Office is committed to providing the highest level of professional services to our community, while fostering partnerships based on trust and respect.

OUR *Core Values*

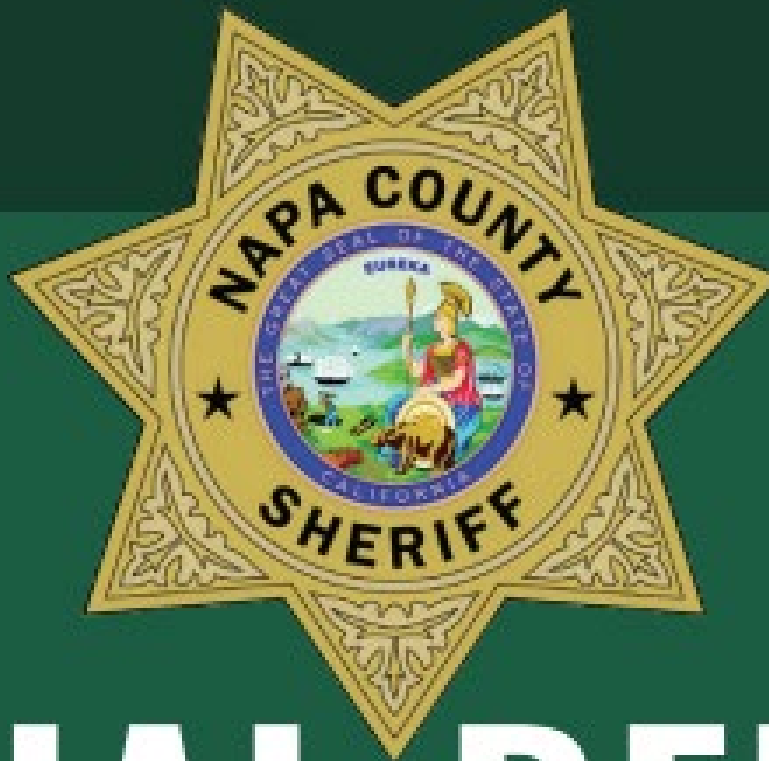
The members of the Napa County Sheriff's Office are dedicated to preserving and defending our core values, which include obedience to the Constitution of the United States, uncompromising personal and professional integrity, compassion, fairness, and respect for the dignity of those we protect.



Join our team



1535 AIRPORT BOULEVARD | NAPA, CA 94559 | (707) 253-4501
COUNTYOFNAPA.ORG/SHERIFF | SHERIFF@COUNTYOFNAPA.ORG | @NAPACOUNTYSO



2022 ANNUAL REPORT

SERVICE	2022	2021
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Accidents	3	0
DUI Reports	26	8
Vandalism Reports	68	72
Calls for Service	23,596	28,382

COMMON CALLS	2022	2021
911 Hang Up	4,853	6,633
Traffic Stop	1,643	1,653
Alarm Call	1,898	1,850
Animal Service Call	1,282	1,389
Patrol Check	1,181	3,007
Follow-Up Activity	760	910
Vehicle Check	447	544
Illegal Parking	20	55

CRIMES REPORTED	2022	2021
Homicide	0	0
Rape	19	22
Robbery	6	6
Assault	146	124
Burglary	80	67
Larceny / Theft	142	171
Stolen Vehicles	7	3
TOTAL CRIMES	401	393



CIVIL PROCESS STATISTICS

SERVICE	2022	2021
Eviction Posted	240	95
Eviction Completed	220	92
DV Restraining Order	114	123
Other Restraining Order	96	117
Earnings Withholding Order	132	114
Bank Levy	40	50
Other Services	323	370
TOTAL PROCESS SERVICES	1,237	961

CORONER'S BUREAU STATISTICS

DEATHS BY MODE	2022	2021
Natural	196	268
Sign Outs (Death Cert Only)	568	514
Accidental	45	78
Vehicle Accident	12	12
Homicide	1	5
Suicide	15	20
Undetermined	0	3
Autopsies	24	40
TOTAL DEATHS TO CORONER	886	900





May of 2022, a series of residential burglaries in the western hills of Napa County. Burglar targeted homes and focused on stealing firearms. Five homes broken into in Napa County. Suspect, a Sonoma County resident, was identified via fingerprints. Search warrant and arrest warrant wrapped up the case, suspect sentenced to 14 years in State Prison.



Detectives worked a case involving a known felon who was trafficking drugs and firearms. 1/2 meth, 3k+ rounds of ammo, firearms seized!

POST *Hiring Dimensions*

INTEGRITY
IMPULSE CONTROL & ATTENTION TO SAFETY
SUBSTANCE ABUSE & OTHER RISK TAKING BEHAVIORS
STRESS TOLERANCE
CONFRONTING & OVERCOMING PROBLEMS,
OBSTACLES, & ADVERSITY
CONSCIENTIOUSNESS
INTERPERSONAL SKILLS
DECISION MAKING & JUDGEMENT
LEARNING ABILITY
COMMUNICATION SKILLS



- Hired 13 deputy sheriff and/or Police Academy trainees in 2022
- 11 deputy sheriffs of various ranks retired or transferred to other agencies in 2022.
- Hired 5 professional staff in 2022 (3 separations/retirements)

TRAINING



1,500

Hours of
Firearms
Training



252

Hours of
Emergency
Vehicle Ops



508

Hours of
Defensive
Tactics

Problem Oriented Policing Program POPP



- 14 Active Shooter Presentations
- 5 Drug Endangered Children investigations
- 31 Community events
- Organized and Led efforts for National Night Out in Napa

Life Saving Awards



- CHP involved major-injury traffic collision on I-80,
- ACPD assigned Deputies Walsh, Amaral, Romero, Hudson, and Sgt. Tijero respond and provide life saving medical aid and coordination.



- Sgt Hernandez and Deputy Solis responded to Napa River at Imola for a call of a jumper. They jumped in the river, commandeered a moored canoe, rescue and resuscitate the patient.



- Deputy Schiavoni along with Deputy Ringo responded to a boat accident, major injury prop cut, and saved a life using first aid skills



- Sgt Tijero received a citation for successfully negotiating a peaceful surrender from a armed barricaded suspect
- Evidence Specialist Shikowitz received a citation for developing a print that solved an armed robbery.
- Deputy Hartley received a citation for diving into Lake Berryessa to rescue a drowning victim



Questions?



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0565

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

SET MATTER 11:30 AM

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section

54956.9(d)(2): Claims of Minh C. Tran, Claim Nos. 21-241, 23-306 (2 claims).



Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0762

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)

RECOMMENDATION

SET MATTER 11:30 AM

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 5/2/2023

File ID #: 23-0777

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) (1 matter)